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REVISED



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June 30, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

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JUNE 30, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENTS TO VARIOUS HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED
IMMUNE DEFICIENCY SYNDROME AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Agreements for case management/home-based (CM/HB) services, early intervention program (EIP), health education and risk reduction (HE/RR) and methamphetamine residential treatment, transitional housing and prevention services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute amendments substantially similar to Exhibit I, for six HIV/AIDS agreements for CM/HB services as noted on Attachment A, to extend the terms at status quo funding levels, effective July 1, 2009 through June 30, 2010 with a maximum obligation of the six agreements of \$2,105,367, fully offset by federal Ryan White Program Part B funds and net County cost (NCC) funds.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments substantially similar to Exhibit II with Charles R. Drew University (Drew) for HIV/AIDS EIP and Prototypes women's EIP as noted on Attachment A, to extend the terms at status quo funding levels, effective July 1, 2009 through June 30, 2010 for a total maximum obligation of \$1,064,850, 100 percent offset by the HIV/AIDS State Master Grant Agreement.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments substantially similar to Exhibit III, for three existing HIV/AIDS agreements for methamphetamine residential treatment and transitional housing services, as noted on Attachment A, to extend the term effective July 1, 2009 through February 28, 2010, to increase the total maximum obligation by \$397,500 from \$147,328 to \$544,828, fully offset by methamphetamine initiative funds provided by the Third Supervisorial District.
4. Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 4, substantially similar to Exhibit IV, to Agreement Number H-702632 with Friends Research Institute, Inc. (FRI) for methamphetamine prevention (MP) services to extend the term of the agreement, effective July 1, 2009 through June 30, 2010, for an annual obligation of \$322,000, fully offset by unspent roll-over MP funds provided by the Chief Executive Office (CEO).
5. Delegate authority to the Director of DPH, or his designee, to execute amendments substantially similar to Exhibit V, for HE/RR services, to extend the term of the 54 **48** agreements, effective July 1, 2009 through September 30, 2009, and with a total maximum obligation of \$2,273,337 (a 25 percent decrease in the annualized amount of the existing maximum obligations fully offset by the Centers for Disease Control and Prevention (CDC) and HIV/AIDS State Master Grant Agreement funds).
6. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreements identified in Recommendation Numbers 1, 2, 3, 4 and **5** to increase or decrease the maximum obligation by no more than 25 percent of the fiscal year (FY) 2009-10 maximum obligation and to extend the term of the agreements identified in Recommendations 1, 2, 3, and 4 for an additional 12 months, at no additional cost, subject to review and approval by County Counsel and the CEO and notification to your Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Extending the six CM/HB service agreements will allow for the continued use of an interdisciplinary team approach to CM whereby each client is assigned both a nurse case manager and a social work case manager. The program is designed to address the client's complex HIV/AIDS care needs and provides services that are not available through other funding sources.

Extending the two EIP agreements will allow for the continued provision of services to prolong the health and productivity of HIV-positive persons and prevent the transmission of HIV. EIP is a coordinated, interdisciplinary approach with regular

assessments and ongoing services in the following areas: medical, transmission risk reduction, psychosocial, health and treatment education, and CM. Women's EIP provides the same services, but is specifically designed to target HIV-positive women.

Unexpended FY 2008-09 methamphetamine initiative funds previously awarded by the Third Supervisorial District will be used to increase the maximum obligation for the residential treatment and transitional housing agreements in FY 2009-10. This will allow the agencies to continue to provide services to the identified at-risk population of methamphetamine-using men who have sex with men (MSM) who are at high risk for HIV infection. These services are designed to address: the consequences and impact of addiction and substance abuse; assessment and treatment of co-occurring mental disorders; and prevent possible HIV transmission and infection. These agreements were first established in March 2008 and a carryover of funds is needed to ensure that these services were provided over an extended period in order to maximize patient outcomes. Methamphetamine residential treatment and transitional housing services are requested through the period ending February 2010, in alignment with existing substance abuse agreements.

The MP service agreement with FRI is being extended through June 2010 in order to give FRI the opportunity to continue to provide MP services and maximize patient outcomes. Please note that the MP program is a pilot research intervention that required a prolonged start up period in order to meet Institutional Review Board approvals from the University of California at Los Angeles and the Food and Drug Administration.

Research suggests a clear association between methamphetamine use and HIV infection, indicating that methamphetamine users are at extremely high-risk for HIV/AIDS. These agreements will provide this population with critical substance abuse and mental health treatment with individualized, comprehensive, and integrated client-centered services to reduce and prevent methamphetamine use. Specifically, residential treatment services provide twenty-four-hour, residential, non-medical services to individuals who are in early recovery from methamphetamine abuse.

The methamphetamine initiative also provides transitional housing services that include temporary housing and outpatient drug treatment to recently homeless clients in order to establish housing stability. This improves clients' chances of staying off methamphetamine (which is a requirement for them to access housing services) and allows a transition to residential treatment services or vice versa. Because of the highly addictive nature of methamphetamine, it is recommended that a user separate from his/her previous environment to effectively develop new habits and abstain from methamphetamine use. Both components of the program — transitional housing and residential treatment — are important program elements to decrease the likelihood of an individual's exposure to the methamphetamine using environments which foster high

risk behaviors and that put users at-risk for continued substance abuse and HIV infection.

Finally, the methamphetamine initiative includes prevention services that offer a bio-behavioral research intervention focused on methamphetamine using MSM who are at extremely high risk for HIV infection. The prevention project offers both an intervention and an evaluation of programmatic success/efficiency that will contribute to evidence-based prevention strategies to combat the public health concern of HIV infection and methamphetamine use.

Extension of the 54 ~~48~~ current HE/RR contracts will allow OAPP time to assess the ongoing budget situation in Sacramento and develop contingencies in the event that there are significant funding shifts or reductions in the State HIV/AIDS portfolio. Given the current uncertainty, it is necessary for the County to have final budget information from the State in order to plan for all possible scenarios that may occur as a result of possible budget cuts. Therefore, the County does not recommend engaging in new contracts at this time. In addition, there are outstanding Proposer appeals awaiting final adjudication and the proposed contract extensions will offer the Department sufficient time to conclude this process by the time the new contracts are heard by your Board. We expect the OAPP HE/RR appeals process to conclude within 30 days.

Existing County policy and procedures require the timely submission of contracts for Board approval. This Board action was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required due to OAPP's efforts to conclude the Ryan White Program funding allocation process and its undertaking of a countywide assessment of HIV service needs.

FISCAL IMPACT/FINANCING:

The total maximum obligation of the amendments is \$6,310,382, comprised of \$2,273,337 for HE/RR services, \$2,105,367 for CM/HB services, \$1,064,850 for EIP services, \$544,828 for methamphetamine residential treatment and transitional housing services and \$322,000 for MP services.

The HE/RR amendments in the amount of \$2,273,337 are comprised of CDC funds (\$454,667) and State funds, (\$1,818,670), CM/HB amendments in the amount of \$2,105,367 are comprised of Ryan White Program Part B funds (\$326,871) and NCC funds (\$1,778,496); the EIP amendments in the amount of \$1,004,850 are comprised of State funds; the methamphetamine residential treatment and transitional housing amendments in the amount of \$544,828 are comprised of State (\$56,802), Third District (\$397,500) and Ryan White Program Part A funds (\$90,526); and the MP amendment in the amount of \$322,000 will be comprised of FY 2008-09 rollover funds that will be requested during the FY 2009-10 Supplemental Budget process.

Funding for these agreements is included in the FY 2009-10 Adopted Budget and will be requested in the future, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CM/HB

HIV/AIDS CM/HB-related services provide home and community-based care for persons with HIV/AIDS including, but not limited to: 1) client intake assessment; 2) comprehensive assessment of client's physical, psychosocial, environmental, financial, and functional status; 3) development, implementation, and monitoring of an individual service plan; 4) coordination of the provision of home attendant care and homemaker services; and 5) periodic reassessments of the client's status and needs.

On May 16, 1995, November 14, 1995, and June 17, 1997, your Board approved various CM/HB service agreements.

Most recently, on June 17, 2008, your Board approved amendments extending the term of these agreements through June 30, 2009.

EIP

The EIP project is a coordinated, interdisciplinary approach of regular assessments and ongoing services designed to prolong the health and productivity of HIV-positive persons and interrupt the transmission of HIV. Women's EIP is designed to specifically target HIV positive women.

On June 17, 1997, your Board approved agreements with Drew for EIP services and with Prototypes for women's EIP services, effective July 1, 1997 through June 30, 1998.

Most recently, on June 12, 2007, your Board approved amendments to Drew and Prototypes for EIP services extending the term of the agreements through June 30, 2009.

Methamphetamine Residential Treatment, Transitional Housing and Prevention Services

On February 12, 2008, your Board approved amendments to contracts for Rainbow Bridge Community Services (County Contract Number H-701006), Tarzana Treatment Centers (County Contract Number H-701004), Van Ness Recovery House, Inc. (County Contract Number H-700965), and Friends Research Institute, Inc (County Contract Number H-702632) to award additional funding to enhance treatment and prevention services for persons using methamphetamine, who are at high risk for HIV infection. These services are specifically targeted toward women and MSM.

Honorable Board of Supervisors
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On February 19, 2008, your Board approved amendments to Rainbow Bridge Community Services, Tarzana Treatment Center and Van Ness Recovery House, Inc., effective March 1, 2008 through February 28, 2010.

Health Education and Risk Reduction Services

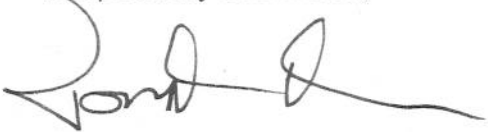
On December 16, 2008 your Board approved amendments to 55 HIV Prevention Agreements which included 54 **48** HE/RR providers for services from January 1, 2009 through June 30, 2009. This was done so that the RFP process for HE/RR currently underway could be completed.

County Counsel has approved Exhibits I, II, III, IV and V as to form. Attachment A and Attachment B provides additional information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendments will allow countywide HIV/AIDS CM/HB, EIP, HE/RR, and methamphetamine residential treatment, transitional housing and prevention services to continue uninterrupted.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:im

Attachments (7)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Agency and Agreement Number	Prior Funding 3/1/09 - 2/28/10		Allocation				Maximum Obligation Annually	SPA	Supervisory District	Performance as of December 31, 2008	Type of
	Part A	State	Part B Funds	NCC Funds	3rd District	Meth Funds CEO					
CASE MANAGEMENT, HOME-BASED Term: 7/1/09 - 6/30/10											
AIDS Project Los Angeles H-204620				\$ 446,396				4	3	Exceeding goals.	Cost Reimbursement
AIDS Service Center H-208501				\$ 553,743				3	5	Exceeding goals.	Cost Reimbursement
AllaMed Health Services Corporation H-205189				\$ 177,457				7	1	Meeting goals.	Cost Reimbursement
Minority AIDS Project H-208517				\$ 150,528				6	2	Meeting goals.	Cost Reimbursement
St. Mary Medical Center H-208518			\$ 326,871	\$ 158,282				8	4	Exceeding goals.	Cost Reimbursement
Tarzana Treatment Center H-204508				\$ 292,090					3	Meeting goals.	Cost Reimbursement
Total	\$ -	\$ -	\$ 326,871	\$ 1,778,496	\$ -	\$ -	\$ -				
SUBSTANCE ABUSE RESIDENTIAL Term: 7/1/09 - 2/28/10											
Rainbow Bridge Community Services H-701006		\$ 28,401			\$ 183,890			4	3	Exceeding goals.	Fee-for-Service
Van Ness Recovery House H-700965		\$ 28,401			\$ 118,750			4	3	Exceeding goals.	Fee-for-Service
Total	\$ -	\$ 56,802	\$ -	\$ -	\$ 302,640	\$ -	\$ -				
SUBSTANCE ABUSE TRANSITIONAL HOUSING Term: 7/1/09 - 2/28/10											
Tarzana Treatment Center H-701004	\$ 90,526	\$ -			\$ 94,860			2	3	Meeting goals.	Fee-for-Service
Total	\$ 90,526	\$ -	\$ -	\$ -	\$ 94,860	\$ -	\$ -				
EARLY INTERVENTION PROGRAM Term: 7/1/09 - 6/30/10											
Charles R. Drew University H-208499						\$ 389,100		6	2	Meeting goals.	Cost Reimbursement
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 389,100	\$ 389,100				
WOMEN'S EARLY INTERVENTION PROGRAM Term: 7/1/09 - 6/30/10											
PROTOTYPES, A Center for Innovation in Health, Mental Health and Social Services H-208442						\$ 675,750		4,7	1,3	Meeting goals.	Cost Reimbursement
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 675,750	\$ 675,750				
METHAMPHETAMINE PREVENTION PROGRAM Term: 7/1/09 - 6/30/10											
Friends Research Institute, Inc. H-702632					\$ 322,000			1-8	1-5	Meeting goals.	Cost Reimbursement
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 322,000	\$ 322,000				
GRAND TOTAL											
	\$ 90,526	\$ 56,802	\$ 326,871	\$ 1,778,496	\$ 397,500	\$ 322,000	\$ 1,064,850				\$ 4,037,045

	Current	Prior	Total
State	\$ 1,064,850	\$ 56,802	\$ 1,121,652
Part A	\$ -	\$ 90,526	\$ 90,526
Part B	\$ 326,871	\$ -	\$ 326,871
3rd District	\$ 397,500	\$ -	\$ 397,500
CEO	\$ 322,000	\$ -	\$ 322,000
NCC	\$ 1,778,496	\$ -	\$ 1,778,496
	\$ 3,889,717	\$ 147,328	\$ 4,037,045
			\$ 4,037,045

HIV/AIDS RELATED SERVICES Term: 07/01/09 – 09/30/09						
Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009	
HEALTH EDUCATION/RISK REDUCTION						
AIDS Healthcare Foundation No. H-700936	\$58,823	\$19,608	2,4,5,6	1-5	Meeting and/or exceeding performance goals.	
Asian American Drug Abuse Program No. H-700860	\$29,859	\$9,953	6	2	Meeting and/or exceeding performance goals.	
Asian Pacific Healthcare No. H-700886	\$7,678	\$2,559	3,4,8	1-5	Meeting performance goals.	
California Drug Counseling, Inc. No. H-700872	\$30,713	\$10,238	1-8	1-5	Meeting and/or exceeding performance goals.	
Cal State University Long Beach Foundation No. H-700938	\$63,278	\$21,093	5,8	2,3,4	Meeting performance goals.	
Center for Health Justice No. H-700869	\$40,816	\$13,605	1-8	1,2,3,5	Meeting and/or exceeding performance goals.	
Childrens Hospital Los Angeles No. H-701028	\$19,846	\$6,615	4,5	1-4	Meeting performance goals.	
City of Long Beach No. H-701036	\$35,653	\$11,884	8	2,4	Meeting most performance goals.	
Common Ground No. H-700895	\$12,797	\$4,266	5	2,3,5	Meeting performance goals.	

HIV/AIDS RELATED SERVICES
Term: 07/01/09 – 09/30/09

Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009
East LA Women's Center No. H-700892	\$26,310	\$8,770	7	1,4	Meeting performance goals.
East Valley Community Health Center, Inc. No. H-700912	\$55,367	\$18,456	3,7	1,4,5	Meeting performance goals.
El Centro Del Pueblo No. H-700902	\$59,719	\$19,906	4	1,2,3,5	Meeting and/or exceeding performance goals.
El Proyecto Del Barrio, Inc. No. H-700896	\$37,899	\$12,633	2	3,5	Meeting performance goals.
FAME Health Corporation No. H-700904	\$17,063	\$5,688	6	2,4	Meeting most performance goals.
Friends Research Institute, Inc. No. H-702632	\$40,101	\$13,367	4	1,2,3,5	Meeting performance goals.
Foothill AIDS Project No. H-700871	\$29,859	\$9,953	3	1,4	Meeting most performance goals.
Great Los Angeles Agency on Deafness No. H-700888	\$12,797	\$4,266	4	1-5	Meeting performance goals.
JWCH Institute, Inc. No. H-700901	\$18,113	\$6,038	3,4,6,7	1-5	Meeting performance goals.
In the Meantime Men's Group, Inc. No. H-700867	\$62,130	\$20,710	4,6	1,2,3,4	Meeting performance goals.

HIV/AIDS RELATED SERVICES

Term: 07/01/09 – 09/30/09

Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009
Los Angeles Centers for Alcohol & Drug Abuse No. H-700864	\$27,176	\$9,059	3,7	1,4,5	Meeting most performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-702675	\$38,956	\$12,985	2,4	1-5	Meeting most performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-700889	\$20,365	\$6,788	2,4,6	1,2,3,5	Meeting and/or exceeding performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-700893	\$138,785	\$46,261	2,4,6	1,2,3,5	Meeting performance goals.
Minority AIDS Project No. H-700854	\$118,484	\$39,494	6,8	2,4	Meeting performance goals.
Northeast Valley Health Corporation No. H-700894	\$39,744	\$13,248	2	3,5	Meeting performance goals.
Oldtimers Foundation No. H-700914	\$25,593	\$8,531	7	1,4	Meeting most performance goals.
Prototypes No. H-700885	\$36,140	\$12,047	4,5,6	1-4	Meeting performance goals.
REACH LA No. H-700875	\$34,517	\$11,506	4,6,8	1-4	Meeting performance goals.
Special Service for Groups					

HIV/AIDS RELATED SERVICES

Term: 07/01/09 – 09/30/09

Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009
No. H-700891	\$79,453	\$26,484	1-8	1-5	Meeting performance goals.
Travelers Aid Society of Los Angeles No. H-700856	\$26,218	\$8,739	3,5	1-5	Meeting and/or exceeding performance goals.
T.H.E. Clinic, Inc. No. H-700873	\$17,063	\$5,688	6	2,4	Meeting most performance goals.
Tarzana Treatment Centers No. H-700887	\$59,336	\$19,779	1,2,8	2,3,4,5	Meeting performance goals.
University of Southern California No. H-701029	\$21,499	\$7,166	2,4,7	1,4	Meeting performance goals.
Women Alive Coalition No. H-700883	\$25,594	\$8,531	4,6,8	1-4	Meeting performance goals.
The Wall Las Memorias No. H-700862	\$50,433	\$16,811	3,4,6	1-5	Meeting performance goals.
Valley Community Clinic No. H-700882	\$26,570	\$8,857	2	3	Meeting performance goals.
Westside Family Health Center No. H-700863	\$30,078	\$10,026	5	2,3,4	Meeting performance goals.
Whitter Rio Hondo AIDS Project No. H-700868	\$28,256	\$9,419	7	1,4	Meeting performance goals.

HIV/AIDS RELATED SERVICES Term: 07/01/09 – 09/30/09					
Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009
HEALTH EDUCATION/RISK REDUCTION – COMPREHENSIVE RISK COUNSELING AND SERVICES					
AIDS Project Los Angeles No. H-700940	\$156,229	\$52,076	1-8	1-5	Meeting and/or exceeding performance goal.
AltaMed Health Services No. H-700957	\$37,786	\$12,595	3,7	1,4,5	Meeting performance goals.
Bienestar Human Services No. H-700958	\$269,293	\$89,764	8	2,4	Meeting and/or exceeding performance goals.
City of Pasadena No. H-702599	\$39,456	\$13,152	1,2,3,7	1,3,4,5	Meeting most performance goals.
Friends Research Institute, Inc. No. H-700861	\$130,699	\$43,566	4	1,2,3,5	Meeting and/or exceeding performance goals.
Watts Healthcare Corporation No. H-700903	\$42,948	\$14,316	6	2	Meeting most performance goals.
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO COMMUNITIES OF FAITH SERVICES					
The Wall Las Memorias No. H-700184	\$25,594	\$8,531	1-8	1-5	Meeting and/or exceeding performance goals.

HIV/AIDS RELATED SERVICES					
Term: 07/01/09 – 09/30/09					
Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2009
SCHOOL BASED PROGRAM SERVICES					
Asian Youth Center No. H-700876	\$17,063	\$5,688	1,2,3	1,3,4, 5	Meeting most performance goals.
LA County Office of Education No. H-700944	\$34,125	\$11,375	5,6,7, 8	1-4	Meeting performance goals.
Whittier-Rio Hondo AIDS Project No. H-700865	\$17,063	\$5,688	7	1,2,3, 4	Meeting most performance goals.
TOTAL ALL PROGRAMS	\$2,273,337	\$757,780			

Total maximum County obligation: \$2,273,337, 100% offset with CDC and CDPH-OA funds.
 CDC <\$ 454,667>
 CDPH- <\$1,818,670>

Contract No. H-{Contract No}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT**

Amendment Number {Amendment Number}

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

{AGENCY NAME}
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT", dated
November 14, 1995, and further identified as Agreement No. H-{Contract No}, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los
Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on {Initial start date of contract} and continue in full force and effect through June 30, 2010, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit {Exhibit Letter}, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph {Subparagraph Letter}, shall be added to Agreement as follows:

"{Subparagraph Letter}. During the period of July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided hereunder shall not exceed {Maximum Obligation in words} Dollars (\$Maximum Obligation numerical). Such maximum obligation is comprised entirely of net County cost funds. This sum represents the total maximum obligation of County as shown in Schedule {Schedule No}, attached hereto and incorporated herein by reference."

5. Paragraph {Compensation Paragraph No}, COMPENSATION, shall be amended to read as follows:

"{Compensation Paragraph No}. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule {Schedule No} and the PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph {Cost Reimbursement Paragraph Letter}, COST REIMBURSEMENT, shall be amended and replaced in its entirety to read as follows:

"{Cost Reimbursement Paragraph Letter}. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or payment for performance at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) in the case management, home-based services Paragraph {Paragraph Letter} of this agreement and set out in

the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 9 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs

for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph {Payment paragraph letter}, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments

made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement."

7. Paragraph {General Insurance Requirements Paragraph Letter}, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

{General Insurance Requirements Paragraph Letter}. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs {paragraph letter} and {paragraph letter} of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered

to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as

they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8. Paragraph {Insurance Coverage Requirements Paragraph Letter},

INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"Insurance Coverage Requirements Paragraph Letter}. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less

than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature."

9. Paragraph {Notices Paragraph Letter}, NOTICES, shall be amended and replaced in its entirety to read as follows:

"{Notices Paragraph Letter}. BUDGET REDUCTION: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under

this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement."

10. Paragraph {Record Retention Paragraph Letter}, RECORD RETENTION, shall be amended and added to read as follows:

"{Record Retention Paragraph Letter}. RECORD RETENTION:

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

11. Paragraph {Termination for Convenience Paragraph Letter}, TERMINATION FOR CONVENIENCE, shall be amended and added to read as follows:

{Termination for Convenience Paragraph Letter}. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

C. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

D. Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

12. Paragraph {Public Officials/Offices Paragraph Letter}, PUBLIC OFFICIALS/OFFICES, shall be amended and added to read as follows:

"{Public Officials/Offices Paragraph Letter}. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office."

13. Paragraph {Grievance-Line Paragraph Letter}, GRIEVANCE-LINE, shall be amended and added to read as follows:

"{Grievance-Line Paragraph Letter}. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number.

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311 (TDD)."

14. Paragraph {Compliance with Applicable Laws Paragraph Letter},

COMPLIANCE WITH APPLICABLE LAWS, shall be amended and added to read as follows:

"{Compliance with Applicable Laws Paragraph Letter}. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Paragraph {Compliance with Civil Rights Laws Paragraph Letter}, COMPLIANCE WITH CIVIL RIGHTS LAWS, shall be amended and added to read as follows:

"{Compliance with Civil Rights Laws Paragraph Letter}. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race,

mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

- To County:
1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director
 2. Department of Public Health

Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director
 3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Director

18. Exhibit {Exhibit Letter}, SCOPE OF WORK FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES is attached to this Amendment and incorporated in Agreement by reference.

19. Schedule {Schedule No}, BUDGET FOR HIV/AIDS CASE MANAGEMENT HOME-BASED SERVICES is attached to this Amendment and incorporated in Agreement by reference.

20. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

AGENCY NAME _____
Contractor

By _____
Signature

Printed Name

Title _____
AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grant

EXHIBIT «Exhibit_Letter»

«Agencys_nameCAPS»

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES**

1. DESCRIPTION: HIV/AIDS Case Management, Home-Based services are client-centered case management services that utilize nursing and social work activities focusing on coordinating the care for persons living with HIV/AIDS (PLWHA) who are functionally impaired and require intensive home health care and/or community-based services. These services are conducted by qualified Registered Nurse Case Managers (RNCM) and Master's level Social Worker Case Managers (SWCM) who facilitate optimal health outcomes through interventions, advocacy, liaison, and collaboration. HIV/AIDS Case Management, Home-Based services include, but are not limited to the following activities:

A. Intake and Comprehensive Assessment of client's:

- (1) Psychological;
- (2) Physical;
- (3) Environmental;
- (4) Financial;
- (5) Functional status;
- (6) Development, implementation, and monitoring of an individual service plan;

(7) Coordination of the provision of home attendant care and homemaker services;

(8) Periodic reassessments of the client's health status and psychosocial needs.

2. PERSONS TO BE SERVED: HIV/AIDS case management, home-based services shall be provided to functionally impaired persons with HIV/AIDS residing within Los Angeles County.

3. PARTICIPATION IN THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS' CASE MANAGEMENT PROGRAM: Contractor shall maintain its participation in the State of California Department of Public Health (CDPH)–Office of AIDS (OA) Case Management Program (CMP) for the entire term of this Agreement. Contractor shall abide by and comply with the requirements, standards, protocols, and procedures established by the CDPH–OA as they now exist or shall exist at any future time during the term of this Agreement. Contractor may also be a participant in the State of California, Department of Public Health, AIDS Medi-Cal Waiver Program.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of {Start Date of Term} through {Start Date of Term}, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed «Max_ObligationSpell_out» Dollars (\$«Max_Obligation»).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule {Schedule No}. Contractor and/or its

subcontractor shall be reimbursed for attendant care and homemaker services at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for Case Management, Home-Based services.

B. Clients who live above one hundred percent (100%) of the federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

7. SERVICE DELIVERY SITES: Contractor's headquarter is located at:
{Address of Headquarter}. Services shall be provided at the client's place of residence.

8. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide HIV/AIDS Case Management, Home-Based services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the CDPH-OA, CMP protocol, the Los Angeles County Commission on HIV (COH) CASE MANAGEMENT, HOME-BASED STANDARDS of Care, and the terms of this agreement. Services to be provided shall include, but shall not be limited to:

A. Contractor shall promote the availability of case management services for persons with HIV/AIDS among HIV testing sites, HIV/AIDS primary health care providers, and other support services organizations.

B. Client Intake and Comprehensive Assessment:

(1) Client intake determines if a person is eligible to register as a case management client. If the person is registered as a case management client, a client record shall be initiated to include demographic data, emergency and/or next of kin contact information, and eligibility documentation.

(a) Client intake shall consist of the following required documentation prior to service provision and shall be maintained within the client record:

(i) Written documentation of HIV/AIDS diagnosis;

- (ii) Proof of County of Los Angeles residency;
- (iii) Verification of client's financial eligibility for services, date of intake;
- (iv) Client's name, home address, mailing address, and telephone number;
- (v) Emergency and/or next of kin contact name, home address, and telephone number;
- (vi) A signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information);
- (vii) A signed and dated Limits of Confidentiality in compliance with State and federal law;
- (viii) A signed and dated Consent to Receive Case Management, Home-Based services;
- (ix) A signed and dated Client Rights and Responsibilities;
- (x) A signed and dated Grievance Procedures.

(2) Comprehensive assessment is a cooperative and interactive face-to-face interview process. The assessment shall be initiated within five (5) working days of the referral and shall be appropriate for age,

gender, cultural and linguistic factors. The comprehensive assessment shall include, but not be limited to the following:

(a) Medical Status: Information about the client's physical condition establishing the diagnosis and/or any other medical condition. The Registered Nurse Case Manager (RNCM), in conjunction with the Social Work Case Manager (SWCM), shall complete the Cognitive and Functional Ability (CFA) score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS. Contractor shall obtain a certificate of eligibility from the appropriate medical providers verifying the diagnosis and confirming that he/she is responsible for the ongoing supervision of the client's HIV/AIDS care; including basic HIV/AIDS and Tuberculosis information. The certificate of eligibility form must be received within forty-five (45) days of enrollment.

(b) Initial Nursing Assessment: The RNCM shall assess the impact of illness on the client in order to establish eligibility and identify the need for services. The RNCM shall conduct the initial nursing assessment on or within fifteen (15) days prior to enrollment. An initial comprehensive nutritional assessment must also be included to evaluate the client's current and usual weight, food preferences, and health habits that may be actual or a potential problem in achieving optimal nutrition. A summary of the

findings and a plan that outlines the responsibilities of the RNCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(c) Initial Functional and Level of Care Assessments: The RNCM shall assess each client's functional status. The CFA score shall be used for the functional assessment of adult clients. The RNCM and SWCM must sign, initial, and date the CFA document.

(d) Psychosocial Assessment: The initial psychosocial assessment must be completed by the SWCM on or within fifteen (15) days of enrollment. The assessment shall provide information about the client's social, emotional, behavioral, mental, spiritual, environmental status, family and support systems, client's coping strategies, strengths and weaknesses, and adjustments to illness. The SWCM shall determine the client's resources and needs in regards to food, housing, and transportation. A summary of findings and a plan outlining the responsibilities of the SWCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(e) Financial Assessment: The financial assessment shall address sources of income as well as expenditures, including housing, utilities, food, transportation, medical, clothing, entertainment, tobacco/alcohol, and other expenses.

Reassessments shall be conducted at least once every sixty (60) days.

(f) Resource Evaluation: A full benefits screening shall be conducted. This screening shall address benefits and/or entitlements the client may be receiving or is potentially eligible for. These benefits include private insurance, Medicare, Medi-Cal, Medi-Cal Managed Care, and AIDS Drug Assistance Program. Reassessments shall be conducted at least once every sixty (60) days.

(g) Home Environment Assessment: An assessment of the client's home environment shall be conducted by the RNCM or the SWCM. The assessment shall address the structural integrity of the home, the availability of adequate heating and cooling system, electricity, gas, hot or cold running water, food storage, preparation facilities, basic furnishing, cleanliness, presence of hazard, functional plumbing, telephone services, laundry facilities, and care of pets (if any). The home environment assessment shall be performed in the client's home within thirty (30) days of enrollment. Reassessments shall be conducted annually from the date of enrollment or if/when the client moves to another residence.

(h) Risk Assessment and Mitigation: The comprehensive assessment shall include any history of abuse, neglect, or

exploitation. Reassessments shall be conducted at least once every sixty (60) days.

C. Individual Service Plan: Both the RNCM and SWCM shall be responsible for the development of the Individual Service Plan (ISP) for each client. The ISP, in conjunction with the client or client's representative, shall be developed within seven (7) days of enrollment and/or during initial RN/SW assessment. ISPs shall be based on the comprehensive assessment and reassessment information and shall be updated on an ongoing basis as needed, but not less than once every sixty (60) days. There shall be documentation that the client's attending physician or primary care practitioner has been notified of the contents of the initial ISP when requested by client's attending physician or primary care practitioner. Supportive documentation shall be maintained within the client record. ISPs shall include, but not be limited to the following elements:

(1) Long-Term and Short-Term Goals: One or more brief statements describing the primary reason(s) and purpose for the client's enrollment into case management services.

(2) Identified Problems/Needs: Statement indicating the client's problem and/or need identified within the comprehensive assessment and reassessment.

(3) Goals/Objectives: Identified goals and objectives shall include desired measureable outcomes.

(4) **Services and Interventions:** A brief description of the services the client is receiving, or will receive, which address the identified problem and/or need and whose aim is to meet the stated goals and objectives. It shall include the service, type of provider, the start date, the frequency, quantity, and duration of the service, the payment source, and signature of the qualified and licensed case manager authorizing or documenting the service (e.g., attendant care, Home Health Agency (HHA), hours per day, times per week, for number of months and the case manager's signature).

D. Implementation and Evaluation of Individual Service Plan: There shall be ongoing contact and interventions with or on behalf of the client to ensure that goals are addressed and are working toward improving the client's health, restoring health maintenance and/or restoring health status. There shall be current dated and signed progress notes, detailing activities related to implementing and evaluating changes in the client's health condition. A review and evaluation of all components of the service plan may be documented during the Interdisciplinary Team Case Conference (IDTCC) with evidence of both registered nurse and social work review. Documentation shall be maintained within the client's record.

E. Attendant Care Services: The HHA or Home Care Organization (HCO) subcontracted to provide skilled nursing aides/or attendant care services shall prepare a Nursing Plan of Care including but not limited to:

(1) Diagnosis;

- (2) Assessment of needed care;
- (3) Interventions;
- (4) Goals;
- (5) Evaluations.

The plan of care shall be provided to the Contractor for inclusion in the client's record. The subcontractor shall implement the Nursing Plan of Care, providing supervision to their unlicensed staff, provide feedback to the Core Case Management team, and utilize this plan of care as they participate in monthly case conferences.

Attendant care services shall be provided under the direct supervision of a licensed nurse and/or Registered Nurse and provide the following services as necessary:

- (1) Change bed and linen as necessary;
- (2) Monitor and record vital signs;
- (3) Assist with prescribed exercises which the client and attendant have been taught to perform by appropriate health professional personnel;
- (4) Assist clients in and out of bed and with ambulation;
- (5) Assist clients to the bathroom and/or bedpan use;
- (6) Assist with ordinarily self-administered medications that have been specifically ordered by a physician;
- (7) Perform light housekeeping chores to maintain a clean and healthy environment;

- (8) Change dressings and bandages;
- (9) Plans, shops, and prepares nutritious meals as well as feeding a client when necessary;
- (10) Accompany clients to medical appointments;
- (11) Report changes in client's condition and needs;
- (12) Assist clients with personal care (bathing, grooming, oral hygiene, skin care, dressing, etc.) and comfort measures;
- (13) Maintain clinical notes in accordance with client care plan.

F. Homemaker Services: Under the direct supervision of a licensed nurse and/or Registered Nurse, homemaker services shall be provided to clients who require intensive Home and/or Community-Based services. Homemaker services consist of general household activities. Services shall include, but not be limited to: sweeping, vacuuming, washing and waxing floors, washing kitchen counters and sinks, cleaning the oven and stove, cleaning and defrosting the refrigerator, cleaning the bathroom, taking out the garbage, dusting and picking up, changing bed linen, meal preparation and clean-up, laundry, ironing, folding and putting away laundry, shopping and errands, storing food and supplies, accompanying clients to medical appointments, boiling and storing tap water, and other services as necessary to allow clients to continue to live independently. The NCM shall determine the total number of hours needed.

G. Referral and Coordination of Care: Contractor shall demonstrate active collaboration with other agencies to provide referrals to the full spectrum of

HIV-related services. RNCMs and SWCMs shall maintain knowledge of local, State and federal services available. A comprehensive list shall be maintained of target providers, including but not limited to: HIV Los Angeles (LA).

H. Interdisciplinary Team Case Conferences: An IDTCC shall be held at least once every sixty (60) days for each client. The IDTCC consist of those individuals that participate in the process of assessing the multi-service need of clients, planning for the provision of services to meet those needs and evaluating the effectiveness and the ongoing need for interventions as identified in the ISP. At a minimum, the client and/or his/her legal representative, the RNCM and the SWCM shall be present during the case conferences. The RNCM and SWCM shall address and discuss any changes in the client's status and the length of time case managers anticipate the client remaining in the program.

Appropriate documentation shall be maintained in the client record including the names, licenses and/or degrees and titles of all participants, relevant information discussed, and whether client or legal representative had input into the conference.

I. Case Closure: Case closure is a systematic process for disenrolling clients from active case management. The process includes formally notifying clients of pending case closure at least ten (10) days prior to the date of disenrollment or decrease/discontinuation of services. The letter shall detail the reason client is being disenrolled or services are being decreased. All attempts

to contact the client and notifications about case closure shall be documented in the client record. Documentation shall include:

- (1) Date and signature of RNCM and/or SWCM;
- (2) Date of disenrollment;
- (3) Status of the service plan;
- (4) Status of primary health care and support service utilization;
- (5) Referrals provided;
- (6) Reason for disenrollment.

J. Enrollment, Transfer and Linkage: As a client's medical and psychosocial status improves, the client shall be assisted in transitioning to a more appropriate program and/or service. During each sixty (60) day reassessment, the RNCM and SWCM shall evaluate and document the client's need to remain in the program and/or need to transfer the client to other programs.

K. Contractor shall provide «Hours_of_attendant_care_servicesSpellou» («Hours_of_attendant_care_services») hours of attendant care services to «attNumber_of_Clients_spell_out» («attNumber_of_Clients_») clients, and «hours_of_homemaker_services_spellout» («hours_of_homemaker_services_») hours of homemaker services to «hmNumber_of_Clients_spell_out» («hmNumber_of_Clients_») clients who have expended all State of California, Department of Public Health benefits and Medi-Cal Waiver benefits, and those who are under-insured/non-insured, and those with no other benefits available.

L. Contractor shall ensure that each full-time equivalent (FTE) RNCM and SWCM maintain a caseload of thirty (30) to forty-five (45) clients. RNCMs and SWCMs may have different numbers of clients; however, the case load must fall within the allocated range. These may be duplicated clients, not different clients for each case manager.

9. STAFF REQUIREMENTS:

A. Nurse Case Manager Qualifications: The RNCM shall be licensed by the State of California in good standing and has two years of experience as a Registered Nurse (RN) with at least one year in community nursing. It is desirable, but not mandatory that the RN Case Manager has obtained a Bachelor of Science degree in Nursing (BSN), and has a Public Health Nurse certificate (PHN).

B. Social Work Case Manager Qualifications: Social workers providing case management shall be licensed by the State of California as a Licensed Clinical Social Worker (LCSW), a Clinical Psychologist; an individual licensed as a Marriage and Family Therapist (MFT) ; a nurse with a Master's Degree designated as a Psychiatric and Mental Health Clinical Nurse Specialist a Psychiatric and Mental Health Practitioner; or (2) an individual with a Master's Degree in Social Work (MSW) who is licensed eligible (registered as an Associate Clinical Worker (ACSW) with State of California Board Behavioral Science Examiners.

10. SUBCONTRACTING FOR HOME HEALTH CARE SERVICES: Contractor shall subcontract with a sufficient number of Home Health Agencies (HHA) or Home Care Organizations (HCO) to provide attendant and homemaker services. Contractor shall allow the client or legal representative to choose from at least three (3) providers for each service when possible, based on the availability of participating service providers in a given geographical area. Further, subcontracts for attendant and homemaker services shall be in accordance with the SUBCONTRACTING Paragraph of the most recent ADDITIONAL PROVISIONS.

Contractor shall submit for review and approval to OAPP Director the subcontractor agreements for services at least thirty (30) days prior to implementation with the HHA or HCO.

The subcontractor shall develop a nursing plan, provide supervision to their unlicensed staff, provide feedback to the contractor's core case management team, and participate in monthly case management meetings, when possible.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the most recent ADDITIONAL PROVISIONS. Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly

report form and be transmitted, mailed, or delivered with the invoices to the Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize report, importing efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

Contractor shall ensure data quality and compliance with all data submission requirements.

13. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached in the original agreement and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

14. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

15. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Enhancement Services Division.

16. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit {Exhibit Letter Bill of Rights}, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document aforementioned agreement and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

17. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which HIV/AIDS services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and/or prevention services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

18. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following eight (8) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three clinical and/or performance indicators, two of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(a) Percent of clients, who within six months, have successful linked with greater than fifty (50) percent (>50%) of the

services to which they were referred. [Baseline benchmark: Goal fifty percent (50%) – Effectiveness of Services].

(b) Percent of clients who have at least one visit with their primary care provider every six (6) months. [Baseline benchmark: ninety percent (90%) – Effectiveness of Services].

(c) Percent of clients who report satisfaction with Case Management services they received. [Baseline benchmark: eighty percent (80%) – Satisfaction with Care].

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis - Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to client suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

19. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as

the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objective, QM Committee, QM Approach Selection);
- B. Implementation of QM Program ;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting;
- F. Random Chart Audit (if applicable).

20. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE

«Agency's nameCAPS»

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

Budget Period
July 1, 2009
through
June 30, 2010

Salaries	\$ 0
Employee Benefits	\$ 0
Equipment	\$ 0
Other	\$ 0
Other Costs	\$ 0
Subcontracts	
Attendant Care Hours	
Homemaker Hours	\$ 0
Indirect Cost	\$ 0
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1
SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# _____ of _____

1. Agency Name:

2. Executive Director:

3. Address of Service Delivery Site:

California

4. In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley

_____ Three: San Gabriel Valley

_____ Five: West Los Angeles

_____ Seven: East Los Angeles

_____ Two: San Fernando Valley

_____ Four: Metro Los Angeles

_____ Six: South Los Angeles

_____ Eight: South Bay

5. In which Supervisorial District is the service delivery site?

_____ One:
Supervisor
Molina

_____ Three:
Supervisor
Yaroslavsky

_____ Five:
Supervisor
Antonovich

_____ Two:
Supervisor Ridley-Thomas

_____ Four:
Supervisor Knabe

6. Based on the amount of medical procedures to be provided at this site, what percentage of your allocation is designated to this site? ____%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Attendant Care	Homemaker Services
Service Unit	Hours	Hours
TOTAL		

Contract No. {Contract No}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM
SERVICES AGREEMENT**

Amendment Number {Amendment No}

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

{AGENCY NAME}
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM
SERVICES AGREEMENT", dated {Initial Start Date of Agreement}, and further
identified as Agreement No. {Contract No}, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los
Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on {Initial Start Date of Agreement} and continue in full force and effect through June 30, 2010, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit {Exhibit Letter}, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph

{Subparagraph Letter}, shall be amended to Agreement as follows:

"{Subparagraph Letter}. During the period of {Term Start Date} through {Term End Date}, the maximum obligation of County for all services provided hereunder shall not exceed {Maximum Obligation in words} Dollars (\${Maximum Obligation numerical}). Such maximum obligation is comprised entirely of California Health and Human Services Agency (State funds) and Ryan White Program Part B funds.

Of this amount, {WEIP funding in words} (\${WEIP funding numerical}) is for the HIV/AIDS Women and their Male Partners' Early Intervention Program (EIP) services, {Bridge funding in words} (\${Bridge funding numerical}) is for the Bridge Project and {Pathway EIP funding} (\${Pathway EIP funding numerical}) is for the Pathway EIP pilot project. This sum of {Maximum Obligation words} represents the total maximum obligation of County as shown in Schedules {Schedules Nos} attached hereto and incorporated herein by reference.

5. Paragraph {Paragraph No}, COMPENSATION, shall be amended to read as follows:

"{Paragraph No}. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules {Schedule Nos} and the PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph {Cost Reimbursement Paragraph Letter}, COST REIMBURSEMENT, shall be amended and replaced in its entirety to read as follows:

"{Cost Reimbursement Paragraph Letter}. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or payment for performance at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) in the women and their male partners' early intervention program services Paragraph {Paragraph Letter} of this agreement and set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 9 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant

savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph {Payment paragraph letter}, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net

costs for which Contactor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or

which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this

Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are

delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement.”

7. Paragraph {General Insurance Requirements Paragraph Letter}, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

“{General Insurance Requirements Paragraph Letter}. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs {paragraph letter} and {paragraph letter} of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the

Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance

Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be s delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance

of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its

subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or

shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
 - (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.
- County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions,

conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8. Paragraph {Insurance Coverage Requirements Paragraph Letter}, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"Insurance Coverage Requirements Paragraph Letter}. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers'

Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not

less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.”

9. Paragraph {Notices Paragraph Letter}, NOTICES, shall be amended and replaced in its entirety to read as follows:

“{Notices Paragraph Letter}. BUDGET REDUCTION: In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County’s notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.”

10. Paragraph {Record Retention Paragraph Letter}, RECORD RETENTION, shall be amended and added to read as follows:

{Record Retention Paragraph Letter}. RECORD RETENTION:

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

11. Paragraph {Termination for Convenience Paragraph Letter}, TERMINATION FOR CONVENIENCE, shall be amended and added to read as follows:

{Termination for Convenience Paragraph Letter}. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

C. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

D. Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

12. Paragraph {Public Officials/Offices Paragraph Letter}, PUBLIC OFFICIALS/OFFICES, shall be amended and added to read as follows:

“{Public Officials/Offices Paragraph Letter}. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.”

13. Paragraph {Grievance-Line Paragraph Letter}, GRIEVANCE-LINE, shall be amended and added to read as follows:

“{Grievance-Line Paragraph Letter}. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number.

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311 (TDD)."

14. Paragraph {Compliance with Applicable Laws Paragraph Letter},

COMPLIANCE WITH APPLICABLE LAWS, shall be amended and added to read as follows:

“{Compliance with Applicable Laws Paragraph Letter}. COMPLIANCE
WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by

County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Paragraph {Compliance with Civil Rights Laws Paragraph Letter}, COMPLIANCE WITH CIVIL RIGHTS LAWS, shall be amended and added to read as follows:

"{Compliance with Civil Rights Laws Paragraph Letter}. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Attachment {ENTER ATTACHMENT NUMBER} - Contractor's EEO Certification."

16. Paragraph {Conflict of Interest Paragraph Letter}, CONFLICT OF INTEREST, shall be amended and added to read as follows:

"{Conflict of Interest Paragraph Letter}. CONFLICT OF INTEREST: No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Contract, and no spouse

or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work."

17. Paragraph {Notices Paragraph Letter}, NOTICES, shall be amended and added to read as follows:

"{Notices Paragraph Letter}. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director

:

2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Director

18. Exhibit {Exhibit Letter}, SCOPE OF WORK FOR HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

19. Schedules {Schedule Nos}, BUDGETS FOR HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

20. Effective as of July 1, 2009, wherever in the Agreement it states County's "Department of Health Services" shall now read County's "Department of Public Health".

21. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

AGENCY NAME _____
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT {Exhibit Letter}

{AGENCY NAME}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM
SERVICES**

1. DEFINITIONS:

A. The HIV/AIDS Early Intervention Program (EIP) offers services for HIV-infected women and their male partners. EIP services are a combination of medical, psychosocial, health education, risk reduction, and case management services that are provided as a part of a continuum of care for HIV-infected women and their male partners. The Women and their Male Partners' EIP must maintain effective linkages with providers of HIV testing to ensure that those women who test positive obtain necessary medical, psychosocial, health education, transmission risk reduction, and case management services.

B. "Major Assessment" is the major, comprehensive visit, or series of visits, to the Women and their Male Partners' Early Intervention Center which takes place a minimum of every six (6) months for each client. At a minimum, it includes a health assessment with appropriate laboratory tests, a psychosocial assessment, health education assessment, HIV transmission risk assessment, and case management which include a needs assessment. Additional services and referrals may take place between major assessments, as determined by the needs of the client.

C. Health Education Services: "Health Assessment" consists of an evaluation of the Women and their Male Partners' EIP clients' health status and health care needs through a medical history, physical examination, laboratory evaluation, and medical eligibility determination by a clinician.

D. Mental Health Psychosocial Services: "Mental Health/Psychosocial Services" include psychosocial assessments at regular intervals; development of an individualized treatment plan and crisis intervention. Short-term or sustained therapeutic interventions provided by mental health professionals for patients/clients experiencing acute and/or ongoing psychological distress may be included. These services are usually provided on a regularly scheduled basis with arrangements made for non-scheduled visits during times of increased stress or crisis. The Women and their Male Partners' EIP has the capacity to provide psychiatric consultation and prescribe psychotropic medications, as needed.

E. HIV Transmission Risk Reduction Services: "HIV Transmission Risk Reduction Services" include an assessment of HIV transmission risk behaviors at regular intervals. Based on the assessment, clients may be provided with education, risk reduction strategies, or appropriate interventions such as substance abuse treatment.

F. HIV/AIDS Case Management Services: "HIV/AIDS Case Management Services" are client-centered services that link persons who have HIV disease or AIDS with health care and psychosocial services in a manner that ensures

continuity of care through timely, coordinated access to appropriate level of care and support services.

G. Bridge Project Program: "Bridge Project" consists of two goals:

(1) Increase the number of HIV-infected women of color that are referred and enrolled in comprehensive HIV prevention and treatment services,

(2) Re-engage those HIV-infected women of color who are or have been enrolled in Women and their Male Partners' EIP but are marginally engaged in care. Clients marginally engaged in care are those who have not received any services within the scope of any EIP core service areas within six (6) months, or who have failed to keep two (2) or more sequential appointments within any of EIP's core service areas (medical care, case management, risk reduction, health education, psychosocial counseling).

H. Pathways Pilot Program: A new integrated substance abuse and mental health Early Intervention pilot project geared to narrow the gap in services. The pilot project is directed toward multiple-diagnosed EIP clients (i.e., those who have HIV disease accompanied by substance abuse and/or mental health disorder). The program will be implemented by a Licensed Mental Health professional who will function as part of the EIP care team. This project will support a full-time position or half-time position as well as ongoing training and consultation for that individual.

2. PERSONS TO BE SERVED: HIV/AIDS Women and their Male Partners' EIP services shall be targeted to HIV-infected women from underserved communities in Los Angeles County. The HIV/AIDS Women and their Male Partners' EIP may also provide services to the "at-risk" partners, regardless of their HIV status, which include, but are not limited to: testing, health education, HIV transmission risk reduction and prevention, short-term family or couples counseling, and linkages to pediatric services for the children of clients.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of {Term Start Date} through {Term End Date}, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS early intervention program services shall not exceed {Maximum Obligation in words} Dollars (\${Maximum Obligation numerical}).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules {Schedule Nos}. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. PATIENT ELIGIBILITY: Women eligible for HIV/AIDS Women and their Male Partners' EIP services shall have demonstrated HIV infection by a confirmed positive HIV antibody test. The client is eligible for these services if she is asymptomatic or has not demonstrated serious, ongoing symptoms related to an HIV-associated illness. Women enrolled in the Women and their Male Partners' EIP who have transitioned to

appropriate medical care outside of the Women and their Male Partners' EIP may remain in the program to receive non-medical services.

6. REIMBURSEMENT AND THIRD PARTY PAYORS: Contractor shall identify public and private payors of early intervention services and make appropriate efforts to maximize reimbursements. The Women and their Male Partners' EIP determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine client's share-of-cost. HIV/AIDS early intervention services shall not be denied due to an inability to pay for services.

Contractor shall place any income generated by services provided under this contract, accruing to or received by the Contractor, into an identifiable account. Contractor shall insure that all revenues generated are used exclusively for the enhancement or augmentation of the Women and their Male Partners' EIP Program (i.e., to meet identified, agreed upon, Women and their Male Partners' EIP-related needs of the Contractor), or must be returned to the State. Contractor shall obtain prior written approval from OAPP and the State, regarding the specified manner in which these funds are to be spent.

Contractor shall maintain adequate documentation of the receipt and use of such funds and shall provide written documentation to OAPP and the State upon request.

7. SERVICE DELIVERY SITE: Contractor's facilities where Women and their Male Partners' EIP services are to be provided hereunder located at: {Service Delivery

Site(s)}. Clients may be referred to other locations for additional services as specified by the consortia members.

Contractor shall notify the County and the State in writing at least sixty (60) days before terminating services at this location(s) and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS Women and their Male Partners' EIP services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS, and the terms of this Agreement and in accordance with Attachment 1 "Service Delivery Site Questionnaire", attached hereto. Contractor shall follow California Department of Public Health, Office of AIDS/Early Intervention Program protocols, guidelines, and advisories incorporated herein by reference, for the major program components including, but not limited to:

- A. Administration;
- B. Case Management;
- C. Clinic Operations;
- D. Data Reporting;
- E. Health Assessment;
- F. Health Education;
- G. Medical Records;
- H. Mental Health;
- I. Reimbursement Schedule and Guidelines.

Contractor shall provide services on site or, when appropriate, through referral to other organizations within the community. Contractor shall maintain Letters or Agreement and/or Sub-Contractor Agreement(s) for the provision of all services provided through referral or on a contractual basis. Such written agreement(s) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy (OAPP). HIV/AIDS Women and their Male Partners' EIP services provided through a subcontractor shall be reimbursed hereunder by Contractor. Once the disease has progressed and require medical services beyond the scope of the EIP, the client shall be referred to an appropriate medical provider. Once referred, the medical services will no longer be reimbursed through this contract. Non-medical services may still be provided and reimbursed. Contractor shall also focus on outreach efforts to underserved women in order to increase the number of women utilizing the HIV/AIDS Women and their Male Partners' EIP services. An outreach plan and all materials used for outreach activities and protocols shall be approved by OAPP. Contractor shall maintain an active caseload of a minimum of {Minimum caseload in words} ({Minimum caseload numerical}) unduplicated clients. Contractor will render basic HIV/AIDS Women and their Male Partners' EIP services to infected women, and provide appropriate referrals and/or family support services to their children, and to their "at risk" partners and family members, as needed. Client services include, but shall not be limited to: medical monitoring, health education, mental health and psychosocial support, HIV transmission risk assessment and reduction, case management, and any appropriate referrals to other services needed by the client. Clients may be evaluated

and receive appropriate services as needed, but, at a minimum, they must be given a major assessment every six (6) months.

The HIV/AIDS Women and their Male Partners' EIP must include, at a minimum, six (6) core components: medical monitoring, transmission risk reduction services, mental health and psychosocial support services, health education, case management, and outreach services.

A. Medical Monitoring: Comprehensive medical evaluations and laboratory tests will be conducted at regular intervals to monitor HIV infection, and prophylactic therapies will be prescribed and monitored as appropriate.

Services to be provided on site shall include, but are not limited to:

(1) A comprehensive medical and social history, identification of pertinent HIV disease signs and symptoms, and complete physical examination, including screening and evaluating patients for tuberculosis (TB) and syphilis infections. TB and syphilis screening shall be conducted in accordance with the procedures set forth in Exhibits C and D of this Agreement. Thereafter, syphilis screening shall be conducted as appropriate based on the patient's sexual history, and TB screening shall be conducted as indicated by contact history to TB or signs and symptoms of pulmonary disease;

(2) Screening of the CD4+ count to evaluate the immune system at three (3) month intervals. Such screening shall be performed more

frequently as the CD4+ count goes below six hundred (600) or if there is a dramatic drop, regardless of the actual count;

(3) Venipuncture;

(4) Viral load test performed at the same time with CD4+ count to determine the amount of HIV in a client's blood, and to decide for an appropriate medical response and therapy for the client;

(5) Appropriate follow-up of laboratory results;

(6) Breast examinations;

(7) Basic gynecologic exam, including pap smears and the diagnosis and treatment of uncomplicated gynecologic infections and sexually transmitted diseases;

(8) Prescriptions for oral contraceptives, Norplant insertions, injection of contraceptives, and diaphragm fittings;

(9) Colposcopic evaluations of patients with abnormal Pap smears conducted by a physician.

Services to be provided through referral include but shall not be limited to:

(1) Mammography;

(2) More complex examinations by a physician i.e., cervical biopsy and gynecological treatment for cervical dysplasia.

B. Women of the reproductive age shall receive the following at initial visit and then every six months at a minimum.

(1) Contraceptive counseling;

(2) Discussion of risk associated with perinatal HIV transmission;

(3) Information about the availability of:

(a) Antiretroviral therapy for treatment of HIV to prevent perinatal HIV transmission;

(b) Psycho-social support;

(c) HIV counseling and testing for other family members and social network/affiliates;

(d) HIV Specialized Care Center that provides family-centered care, including prenatal, obstetric, perinatal and pediatric services for women and their family members who test positive.

C. Providers who have limited expertise in maternal-pediatric HIV care shall immediately consult with an HIV Specialized Perinatal Care Center for interim management and refer the HIV-infected pregnant woman to a Center within her geographic area within six (6) weeks and/or by the end of first trimester of pregnancy.

(1) An HIV Specialized Perinatal Care Center shall include the following minimum requirements:

(a) Fully developed therapeutic guidelines for antiretroviral therapy, prevention of perinatal transmission, and the prophylaxis and treatment of opportunistic infections that are updated, as new information is available;

(b) Family-Centered Care, integrated to include adult, pediatric and obstetric and gynecologic providers who can provide from primary to tertiary care for all aspects of HIV infection;

(c) A family-centered model of care including culturally competent and bilingual staff as needed;

(d) A case management model with a team of providers, to include: physicians, nurses, social workers, psychologists, dietitians, and other mental health providers and health care professionals as needed; the team develops a service plan for the continuum of care of each individual member of the family, as well as the family as a unit, including both psychosocial and medical aspects;

(e) Extensive outreach with linkages between the Center and community resources including but not limited to linkages such as drug and alcohol treatment centers;

(f) Adult and Pediatric Infectious Disease physicians with expertise in HIV care who are available twenty four (24) hours a day for consultation and follow-up;

(g) Obstetricians with expertise in Maternal-Fetal Medicine and the care of HIV positive women, and gynecologists with knowledge of HIV-related gynecologic abnormalities;

(h) Pediatricians with expertise in treating children born to HIV positive women and HIV infected infants;

(i) Consultations available in the areas of pulmonology, cardiology, neurology, gastroenterology, and ophthalmology;

(j) Access to state-of-the-art HIV-specific laboratory testing, including HIV RNA monitoring, diagnostic testing and resistance testing;

(k) Providing a pharmacy with twenty-four (24) hour availability for antiretroviral agents necessary for HIV prophylaxis during pregnancy, in labor and at delivery and postpartum and to the neonate in the newborn nursery as well as other medications necessary to treat acute HIV complications and opportunistic infections;

(l) A level III nursery for all deliveries;

(m) Fully-developed procedures for follow-up of complex patients, such as those with substance abuse, in the juvenile justice system, probation, or jails, and children and adolescents in foster care;

(n) Expertise in the management and treatment of adolescents;

(o) Care Management, including expertise in biannual updating of the service plan that is done by the team of providers in close association with the family;

(p) Access to the State AIDS Drug Assistance Program (ADAP);

(q) Attention to treatment adherence, which may include adherence counseling and other supportive services to overcome barriers to adherence;

(r) A Continuous Quality Improvement Program, to ensure that national guidelines for testing, counseling and treatment are followed;

(s) A continuing medical education and training program for staff, to update new information and guidelines for HIV.

D. Transmission Risk Reduction Services: Contractor shall conduct a minimum of {Number of risk reduction assessment in words} (Number of risk reduction assessment numerical) transmission risk reduction assessments. All clients will be assessed for HIV transmission risk behaviors at regular intervals with risk reduction strategies, substance abuse counseling, and behavior change support as needed.

E. Mental Health and Psychosocial Support Services: Contractor shall conduct a minimum of {Number of Psych support assessments} ({Number of Psych support assessments numerical}) mental health and psychosocial support

assessments. All clients shall receive psychosocial assessments at regular intervals. Clients shall also be offered the following mental health and psychosocial support services, as appropriate: individual, couples, family, and/or group psychotherapy, and psychotropic medication evaluation and prescribing, as indicated. For any clients seen for short- or long-term therapy, an individual treatment plan shall be developed and updated as necessary.

F. Health Education Services: Contractor shall conduct a minimum of {Number of health education assessments in words} ({Number of health education assessments numerical}) health education assessments. All clients will be offered HIV/AIDS and general health education with knowledge assessments at regular intervals. Information on health enhancement strategies such as nutrition, exercise, and stress reduction techniques; contraceptive counseling and counseling about prevention of sexually transmitted diseases; "safer sex"; and other appropriate topics will be provided through group or individual health education sessions.

G. HIV/AIDS Case Management Services: Contractor shall conduct a minimum of {Number of case management assessments in words} ({Number of case management assessment numerical}) case management assessments. All clients will be offered needs assessments at regular intervals with individualized care plans, appropriate referrals, and linkages for future HIV/AIDS treatment and support services.

(1) Performing an assessment/evaluation of each client's strengths, needs, and resources as well as an assessment of physical, psychological, environmental, and financial status during intake procedure.

(2) Developing a service plan which includes client goals and methods of reaching these goals. This plan shall be developed in conjunction with the client. The plan shall be updated quarterly.

(3) Providing clients with appropriate referrals and resources as needed. Case manager shall advocate on the client's behalf to ensure accessibility to services. Case manager shall follow-up referrals and interventions to ascertain and ensure client's access to designated services. All Women and their Male Partners' EIP clients needing substance abuse services, including prenatal and perinatal services, will be given priority access to {Agency name}' Women's Center services.

(4) Contacting clients on a regular basis as defined by the needs of the client. Telephone or attempted telephone contacts shall be made at least twice a month. Face-to-face or attempted face-to-face contacts shall be made at least once per quarter.

(5) Serving as an advocate/counselor, particularly during times of crisis, exacerbation of symptoms, loss of other support, and during emotional and financial difficulty.

(6) Being available as a contact for questions and assisting clients with problem solving.

(7) Completing other activities such as: Participating in conference case reviews, charting and other documentation, attending meetings and actively participating in a designated County-wide coordinated case management task force, providing/receiving clinical supervision, participating in trainings, and developing and revising as needed resource and HIV/AIDS information.

(8) Performing random evaluation of twenty percent (20%) of all cases on a quarterly basis for quality assurance.

(9) Conducting and documenting case conferences for thirty percent (30%) of all cases on a quarterly basis.

(10) Being Alive will provide treatment advocacy services including, but not limited to: providing treatment information to women individually and in groups, coordinating workshops quarterly on reading lab results, and developing appropriate OAPP approved materials for HIV-infected women.

(11) At least one (1) day a week, a Family Support Specialist will be responsible for the coordination of the following services including: education about children and HIV, respite care, parenting skills, home care, nutrition, and transportation.

H. Outreach Services: Develop and implement innovative outreach methods to access difficult-to-reach HIV-infected women and facilitate their entry into the Women and their Male Partners' EIP and linkage with services. All the materials to be utilized for outreach shall be approved by OAPP.

I. Child Care Services: Child care services, including structured activities and refreshments, will be offered to women with children accessing services at the facility.

J. Volunteer Services: A Volunteer Coordinator will recruit and train volunteers to assist staff in the following areas: child care, clerical, collecting and maintaining donations, parenting education, and transportation.

K. Bridge Project Services: Contractor shall hire staff for the Bridge Project. The Bridge Project staff will conduct {Number of Bridge Project assessment in words} ({Number of Bridge Project assessments numerical}) Bridge Project assessments. The purpose of the Bridge Project is to (decrease the time to treatment) increase the number of HIV infected persons of color that are referred to and enrolled in comprehensive HIV prevention and treatment services. Specific target populations include African-American men who have sex with men (MSM), African-American injection drug users and their sexual and/or needle-sharing partners, Latino/a injection drug users and their sexual or needle-sharing partners, and Latino MSM. The Bridge Project staff shall be an interface between community-based services and/or HIV test sites and HIV care/treatment services. The Bridge Project staff attempts to re-engage EIP

clients whose participation in prevention and treatment is marginal, and/or who may have been lost to treatment. While it is expected that many (if not most) clients will ultimately enroll in EIP, the Bridge Project staff may assist clients in enrolling in care and treatment programs that best meet their particular needs.

(1) The Bridge Project staff shall outreach to these "hard to reach" and "under-served" populations who are often lost to prevention and treatment services at key points.

(2) The Bridge Project staff shall assess the client's readiness to move into more active engagement in EIP services, or if applicable, in other transmission prevention or care programs.

(3) Once a client has entered treatment, the Bridge Project staff may act as a treatment advocate - assisting the client in understanding treatment options, supporting the client in making treatment decision, and working with the client on any barriers to remaining in treatment or in adhering to treatment regimens.

(4) Contractor shall ensure that the Bridge Project staff have significant experience in at least three (3) of the following six (6) areas:

- (a) Street-based Outreach;
- (b) HIV Counseling and Testing;
- (c) Prevention Case Management;
- (d) Psychotherapy or Counseling;
- (e) Health Education;

(f) HIV-based Case Management.

(5) General qualifications include the ability to understand HIV transmission and prevention, HIV disease progressions, the basics of HIV medication and treatments (including issues of adherence), sexual behaviors, the dynamics of substance abuse and addiction, and behavior change theory and interventions. Equally important is the ability to communicate and to educate clients with regards to managing these issues.

(6) Contractor shall also commit the Bridge Project staff position(s) to participate in ongoing staff training including, but shall not be limited to: certification as an HIV treatment educator, and attendance at the annual EIP conference and other trainings deemed necessary by the State.

(7) Contractor shall commit to full participation with the research component, including collecting and submitting data in an accurate and timely fashion.

9. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the California Department of Public Health, Office of AIDS (CDPH-OA). Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. Equipment is defined by the CDPH-OA as an item with a unit cost of Five Hundred Dollars (\$500) or more and a life expectancy of four (4) or more years.

10. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health, psychosocial, health education, risk behavior, and case management records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual patient. Such records shall include, but are not limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

A. Patient records shall include, but are not limited to:

- (1) Documentation of HIV disease or AIDS diagnosis;
- (2) Complete medical and social history;
- (3) Completed physical examination and assessment signed by a licensed health care professional;
- (4) Differential diagnosis;
- (5) Current and appropriate treatment/management plan;
- (6) Current problem list;
- (7) Progress notes documenting patient status, condition, and response to interventions, procedures, medications;
- (8) Documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

11. POLICIES AND PROCEDURES: Contractor shall establish and have available for review by any authorized federal, State, or County representative the following:

A. Written policies, procedures, protocols, and standards related to client/patient care.

B. A client/patient records system which is systematically organized to provide a complete, accurate, correlated, and current file for each client/patient, including, but not limited to: health records, psychosocial status, health education, risk behaviors, case management notes, referrals services, etc. Medical records shall be maintained in a centrally located area of the facility and in conformance with California Code of Regulations (CCR), Title 22 or the Joint Commission.

C. Written procedures which demonstrate coordination and facilitate transfer of client/patient care among other providers involved with HIV infected individuals.

D. Written procedures for direct or referral services of clients/patients to other providers of early intervention, emergency services, and inpatient care. Services provided through referral shall not be a charge to nor reimbursable hereunder except for the services identified as appropriate for referral in PARAGRAPH 5, mammography and gynecological procedures.

12. ADDITIONAL STAFFING REQUIREMENTS: The HIV/AIDS Women and their Male Partners' EIP services shall be provided by licensed health care professionals with the requisite training in HIV/AIDS. Management of the care and treatment of patients with HIV disease or AIDS shall be provided by a multidisciplinary team. The composition of such a team shall consist of a State of California licensed physician, other appropriate licensed health care providers, and a professional mental health provider.

Professional mental health providers shall be, at a minimum, a Master's of Social Work (MSW), a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (MFT), Psychologist, or Psychiatrist.

Psychiatric services, on site or by referral, shall be provided by a person who is licensed as a physician and surgeon by the Medical Board of California or by the California Board of Osteopathic Examiners and has received specialized training in psychiatry.

The case manager(s) providing services shall be, at a minimum, an MSW, a LCSW, or an MFT, Contractor shall submit to OAPP within forty-five (45) days of the execution of this Agreement its written case management staff training plan, including locations, dates, topics, and instructors.

Contractor ensures compliance with the above staffing requirements unless variations have been reviewed and approved by OAPP and the Office of AIDS/Early Intervention Section. When variations have been reviewed and approved, staff shall be supervised by appropriate professional/licensed personnel. An unlicensed case

manager shall be supervised by a staff member or consultant with experience in providing case management services and appropriate professional credentials including an MSW, a LCSW, an MFT, master's degree in counseling, nursing degree with specialized case management training, or Ph.D. in a social services field.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for Women and their Male Partners' Early Intervention Program services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California, 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. DATA COLLECTION: Contractor shall accurately and routinely collect data on all Women and their Male Partners' EIP clients in a manner that is consistent with the State Office of AIDS/Early Intervention Program and the federal and State laws, including but not limited to, the requirements of SB699. Data shall be collected using State provided instruments and transmitted to the State via software provided by the State Office of AIDS/Early Intervention Section and in accordance with the Data Reporting protocol.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin

skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit {Exhibit Letter TB Guidelines}, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. MEETINGS OR TRAININGS: Contractor shall make all Women and their Male Partners' EIP staff available to attend at least one (1) Office of AIDS/Early Intervention Program conferences, meetings, and/or training sessions as required by the State, and shall budget accordingly. Contractor shall obtain prior approval from OAPP and Office of AIDS/Early Intervention Section for attendance by Women and their Male Partners' EIP staff at any training session and/or meeting that is charged against the Contractor's Women and their Male Partners' EIP budget.

18. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

20. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit {Exhibit Letter TB Guidelines}, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

21. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

22. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be

reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following eight (8) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(a) One hundred percent (100%) Number of patients for whom a CD4 count was performed at least every six (6) months over the past year;

(b) Number of patients for whom CD4 count increased/decreased by thirty percent (30%) or stayed stable within the past eight (8) months;

(c) One hundred percent (100%) Number of patients from whom viral load test was performed at least every six (6) months over the past year;

(d) Number of patients on therapy whose viral load is undetectable or decreased by two (2) logs from the pre-treatment value;

(e) STD Screening: One hundred percent (100%) Number of patients with the following tests performed in the last twelve (12) months: Chlamydia screen, gonorrhea test, syphilis screen;

(f) Hepatitis Screening: One hundred percent (100%) Number of patients for whom Hepatitis A, B, and C status is documented in the medical record;

(g) Hepatitis C Counseling: One hundred percent (100%) Number of HCV positive patients for who alcohol cessation counseling and HCV education was provided;

(h) Tuberculosis Screening: One hundred percent (100%)

Number of patients for whom PPD was placed and results read during the past year;

(i) Pelvic Exam and PAP Smears: One hundred percent

(100%) Number of patients with a pelvic exam and PAP smear recorded in the past year, or, if performed at another site, results are documented in the chart;

(j) Lipid Screening: One hundred percent (100%) Number

of patients for whom lipid screen was performed during the past year;

(k) PCP Prophylaxis: One hundred percent (100%) Number

of patients prescribed PCP prophylaxis;

(l) Mental Health Assessment: One hundred percent

(100%) Number of patients for whom a mental health assessment was performed by the primary care clinician or mental health specialist. Assessment components include: cognitive function, screening for depression and anxiety, psychiatric history, psychosocial assessment, sleeping and appetite assessment;

(m) Substance Use Assessment: One hundred percent

(100%) Number of patients with whom substance use was discussed during the past year. Of those who report current use (0-6 months from date of review) and are not in treatment, number for

whom referrals are made for substance use treatment. Of those who report past use [six (6) - twenty-four (24) months from date of review] number of patients with whom relapse prevention or ongoing treatment has been discussed;

(n) Dental Exam: One hundred percent (100%) Number of patients with dental exam by a dentist documented during the past year;

(o) Tobacco Use Assessment: One hundred percent (100%) Number of patients with whom tobacco use was discussed during the past year;

(p) Nutrition Screening: One hundred percent (100%) Number of at-risk patients receiving nutrition screening within six (6) months of entry into care.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee.

The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall be identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws,

statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

- (a) Client's name, age, and sex;
- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

23. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting;
- F. Random Chart Audit (if applicable).

24. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture affirming attitude. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE {Schedule No}

{AGENCY NAME}

**HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION
PROGRAM SERVICES AGREEMENT**

	<u>Budget Period</u> July 1, 2009 through <u>June 30, 2010</u>	
Salaries	\$	0
Employee Benefits	\$	0
Operating Expenses	\$	0
Capital Expenses	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE {Schedule No}

{AGENCY NAME}

**HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION
PROGRAM SERVICES**

BRIDGE PROJECT AGREEMENT

Budget Period
July 1, 2009
through
June 30, 2010

Salaries	\$	0
Employee Benefits	\$	0
Operating Expenses	\$	0
Capital Expenses	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE {Schedule No}

{AGENCY NAME}

**HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION
PROGRAM SERVICES**

PATHWAYS PILOT PROGRAM

(AN INTEGRATION OF HIV/AIDS DISEASE, SUBSTANCE ABUSE AND MENTAL HEALTH)

Budget Period

March 1, 2008

through

June 30, 2008

Salaries	\$	0
Employee Benefits	\$	0
Operating Expenses	\$	0
Capital Expenses	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET		\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE**AGENCY NAME****SERVICE DELIVERY SITES****TABLE 1**Site# 1 of 1

- 1 Agency Name: _____
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

- 4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

- 5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

- 6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

{AGENCY NAME}

HIV/AIDS WOMEN AND THEIR MALE PARTNERS' EARLY INTERVENTION PROGRAM SERVICES AGREEMENT

TABLE 2

Enter number of Women and their Male Partners' Early Intervention Program Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Un-duplicated Clients	Medical Visits	Transmission Risk Reduction Services	Mental Health/ Psychosocial Support Services	Health Education Services	Case Management Services	Bridge Project Services
Service Unit	No. of Clients	No. of Visits	No. of Assessment to be provided	No. of Assessments to be provided	No. of Assessments to be provided	No. of Assessments to be provided	No of Assessments to be provided
Site # 1	0	0	0	0	0	0	0
Site # 2	0	0	0	0	0	0	0
Site # 3							
Site # 4							
Site # 5							
TOTAL	0	0	0	0	0	0	0

Contract No. {Contract No.}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SUBSTANCE ABUSE RESIDENTIAL SERVICES – RESIDENTIAL REHABILITATION
AGREEMENT**

Amendment Number {Amendment Number}

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) SUBSTANCE ABUSE RESIDENTIAL SERVICES – RESIDENTIAL
REHABILITATION AGREEMENT", dated {Initial Start Date of Agreement}, and further
identified as Agreement No. H-{Contract No}, and any Amendments thereto (all
hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los
Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on {Initial Start Date} Date of Board Approval and continue in full force and effect through February 28, 2010, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) {Exhibit Letter(s)}, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph

{Subparagraph Letter}, shall be added to Agreement as follows:

"{Subparagraph Letter}. During the period of July 1, 2009 through February 28, 2010, the maximum obligation of County for all services provided hereunder shall not exceed {Maximum Obligation in words} (\$Maximum Obligation numerical). Such maximum obligation is comprised entirely of net County cost funds. This sum represents the total maximum obligation of County as shown in Schedule {Schedule Number}, attached hereto and incorporated herein by reference."

5. Paragraph {Paragraph Number}, COMPENSATION, shall be amended to read as follows:

"{Paragraph Number}. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule(s) {Schedule Number(s)}, and the PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph {Fee-for-Service Paragraph Letter}, PAYMENT, shall be replaced in its entirety as follows:

"{Fee-for-Service Paragraph Letter}. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or payment for performance at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in

accordance with the fee-for-service rate(s) in the substance abuse residential services – residential rehabilitation Paragraph {Paragraph Letter} of this Agreement and set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 8 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph [Paragraph Letter}, an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County’s payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs

of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth

in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct

such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement."

7. Paragraph {General Insurance Requirements Paragraph Letter}, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

“{General Insurance Requirements Paragraph Letter}. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs {Paragraph Letters} of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered

to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as

they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8. Paragraph {Insurance Coverage Requirements Paragraph Letter}, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

{Insurance Coverage Requirements Paragraph Letter}. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers'

Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less

than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature."

9. Paragraph {Notices Paragraph Letter}, NOTICES, shall be amended and replaced in its entirety to read as follows:

"{Notices Paragraph Letter},. BUDGET REDUCTION: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under

this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement."

10. Paragraph {Record Retention Paragraph Letter}, RECORD RETENTION, shall be amended and added to read as follows:

"{Record Retention Paragraph Letter}. RECORD RETENTION: Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

11. Paragraph {Termination for Convenience Paragraph Letter}, TERMINATION FOR CONVENIENCE, shall be amended and added to read as follows:

{Termination for Convenience Paragraph Letter}. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

C. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

D. Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

12. Paragraph {Public Officials/Offices Paragraph Letter}, PUBLIC OFFICIALS/OFFICES, shall be amended and added to read as follows:

"{Public Officials/Offices Paragraph Letter}. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office."

13. Paragraph {Grievance-Line Paragraph Line}, GRIEVANCE-LINE, shall be amended and added to read as follows:

"{Grievance-Line Paragraph Line}. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number.

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311 (TDD)."

14. Paragraph {Compliance with Applicable Laws Paragraph Letter}, COMPLIANCE WITH APPLICABLE LAWS, shall be amended and added to read as follows:

"Compliance with Applicable Laws Paragraph Letter}. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval

15. Paragraph {Compliance with Civil Rights Paragraph Letter}, COMPLIANCE WITH CIVIL RIGHTS LAWS, shall be amended and added to read as follows:

"{Compliance with Civil Rights Paragraph Letter},. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital

status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Attachment {ENTER ATTACHMENT NUMBER} - Contractor's EEO Certification."

16. Paragraph {Conflict of Interest Paragraph Letter}, CONFLICT OF INTEREST, shall be amended and added to read as follows:

A. "{Conflict of Interest Paragraph Letter}. CONFLICT OF INTEREST: No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work"

17. Paragraph {Notices Paragraph Letter}, NOTICES, shall be amended and added to read as follows:

"{Notices Paragraph Letter}. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the

parties at the following addresses and to the attention of the person named.

Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director

:

2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Director

18. Exhibit(s) {Exhibit Letter(s)}, SCOPE(S) OF WORK FOR HIV/AIDS
SUBSTANCE ABUSE RESIDENTIAL SERVICES – RESIDENTIAL REHABILITATION,
is/are attached to this Amendment and incorporated in Agreement by reference.

19. Schedule(s) {Schedule Number(s)}, BUDGET(S) FOR HIV/AIDS
SUBSTANCE ABUSE RESIDENTIAL SERVICES – RESIDENTIAL REHABILITATION,
is/are attached to this Amendment and incorporated in Agreement by reference.

20. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT «Exhibit_Letter»

«Agencys_Name_Caps»

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION SUBSTANCE
ABUSE TREATMENT, COMPREHENSIVE INDIVIDUALIZED CARE SERVICES**

1. DESCRIPTION: Prevention substance abuse treatment, comprehensive individualized care (CIC) services provide a unique combination of residential and non-residential, non-medical services to HIV negative (HIV-) men who have sex with men (MSM) and HIV Negative male-to-female (MTF) transgenders who are seeking recovery and treatment from methamphetamine as their primary drug of choice in order to lessen their risk of becoming infected with HIV. The following three program modalities involve an intensive program service component that includes HIV prevention strategies including prevention strategies for high risk HIV negative MSM and MTF transgenders:

- A. Option 1 – CIC with Rehabilitation Housing;
- B. Option 2 – CIC with Transitional Housing;
- C. Option 3 – CIC without Housing.

CIC with Rehabilitation Housing – Option 1 is identified for the HIV Negative, MSM or MTF transgender client requiring a more structured residential environment and shall be housed within the residential rehabilitation program of Contractor's facility. CIC with Transitional Housing – Option 2 is identified for the HIV Negative, MSM or MTF transgender client requiring a less structured residential environment and shall be housed within the transitional housing (sober living) program of Contractor's facility. CIC without Housing – Option 3 is identified for the HIV Negative, MSM or MTF

transgender client who requires intense services during the day but does not reside at Contractor's facility.

The purpose of this service is to assist the target population, HIV Negative, meth-using MSM and MTF transgenders, to include those who are at high risk for becoming infected with HIV, and other communicable diseases such as STDs, STIs and Hep C by minimizing the amount of risky sexual and drug use behaviors in which they engage by reducing their use of methamphetamine and other drugs. The ultimate goal is to help provide the client with a newly acquired skill set through proven evidence-based learning, and decision making strategies that will lead to a more educated, healthier, safer and more productive lifestyle and more informed behavioral choices.

2. PERSONS TO BE SERVED: CIC services shall be provided to in need HIV Negative MSM and MTF transgenders meth-using clients residing within Los Angeles County, who are at high risk for becoming infected with HIV and other communicable diseases such as STIs and Hep C, and who are seeking recovery and treatment from methamphetamine as their primary drug of choice and who have used methamphetamine within sixty (60) days of enrollment into the program. These clients require a unique, newly implemented, individualized, evidence-based treatment environment that differs from standard drug treatment as usual because of the severity of the impairment caused by their substance abuse. Individuals who sero-convert are still eligible for services under this contract although clients may be transferred to another contract serving HIV positive individuals if it is necessary to free up slots for HIV negative individuals. The facility(ies) listed in the Service Delivery Site(s) paragraph of

this agreement and on Attachment 1, "Service Delivery Site Questionnaire", is/are in accordance with the environment necessary to provide CIC services.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of {Term Start Date} through {Term End Date} that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS prevention substance abuse treatment, comprehensive individualized care shall not exceed «Max_ObligationSpell_out» Dollars (\$«Max_Obligation»).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder on a fee for-service basis not to exceed the monthly maximum as set forth on Schedule «Schedules_Number». Such rate includes reimbursement for all prevention substance abuse treatment, comprehensive individualized care services. Invoices and cost reports must be submitted and will be reimbursed in accordance with an OAPP approved model and reimbursement schedule for CIC services.

Furthermore, for prevention substance abuse treatment, comprehensive individualized care services the number of units of service billable, will be the number of days an individual occupied a bed (physically present in the facility overnight), including either the first day of admission or the day of discharge, but not both, unless entry and exit dates are the same.

The unit of service that contractor must use to track service is the number of unduplicated clients and number of service days delivered. A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives housing

and meals. A "Non-Resident Day" unit of service is defined as a six (6) hour period in which a client receives intense group and individualized sessions.

Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

5. LENGTH OF STAY: Based in part on the assessment of the client's need using the American Society of Addiction Medicine Patient Placement Criteria, as measured through the use of the California Treatment/Recovery Placement Indicator Assessment form, a client may stay for one hundred twenty (120) days.

Any extensions require prior approval from OAPP's Chief of Clinical Enhancement Services Division. Requests shall be submitted on the one (1) page OAPP Client Treatment Extension Request form with required supportive documentation and shall be submitted a minimum of five (5) working days prior to reaching maximum stay limitations. At any point during treatment, the client may move within the three (3) identified modalities of services depending on the client's individual need. This movement must be clearly documented and easily discernable in the treatment plan and through the existing County data system to track services.

6. CLIENT FEE SYSTEM: Contractor must document client eligibility, and must further demonstrate that third party reimbursement (e.g., Medi-Cal, Drug Medi-Cal,) is being actively pursued, where applicable. If clients are eligible for alternate funding for these services, client shall be billed to that funding source.

Contractor shall be responsible for developing and implementing a policy addressing the utilization of a resident fee system. This fee system shall be submitted

to OAPP within thirty (30) days of the execution of this Agreement for review and approval. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance (e.g. State Disability Income and General Relief) and entitlement programs for which each County responsible resident may eligible. In order to allow access to treatment for everyone, receiving of client funds are not accepted.

7. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is/are located at:

«Service_Delivery_Sites»«Service_Delivery_SitesAddit_Space».

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

8. GENERAL SERVICES: Services shall emphasize the intersection between high-risk sexual practices, HIV and substance abuse, with special focus given to the usage of crystal methamphetamine and HIV prevention. Whenever possible, clients shall be provided gender and/or sexual identity-specific services or be referred to appropriate provider who provides such services. The program shall actively engage clients in treatment with an emphasis on:

A. Groups and individual sessions designed to address gender, sexual orientation, sex addiction and any other compulsive behaviors that arise as a result of use of methamphetamine and other substances;

B. The goals of physical health and well-being, practical life skills, including the ability to be self-supporting, improved personal functioning and sexual practice behaviors, and effective coping with life problems (special emphasis will be given to HIV information and care and disclosure assistance and dating and sexual negotiation);

C. Improving social functioning, enhancing communication and developing healthy dating and sexual behavior skills, managing triggers, such as the use of technology including cell phones and internet dating sites, and substance use-promoting factors (e.g., social networks facilitating substance use, anger, money management and budget).

The program must ensure that, to the maximum extent possible, the program staff provides information regarding community resources and their utilization. The program must maintain a current list of culturally and linguistically appropriate relevant resources within the community that offer services that are not provided within the program. At a minimum, the list of resources shall include: medical, dental, mental health, public health, and social services, and where to apply for the determination of eligibility for State, federal, or County entitlement programs. Linked referrals shall be made to these outside resources, as appropriate and if clients access outside services, they shall be accompanied by someone (staff member, community sponsor, peer etc). Each program must provide services including counseling sessions to clients, as reflected in the client's treatment/recovery plan.

Services shall also be provided to hearing impaired clients either directly or by referral. Services provided to refer clients shall not be reimbursed hereunder. If Contractor chooses to provide services directly to hearing impaired clients, Contractor shall either arrange formally to participate in a TTY/TDD relay system, or acquire its own TTY/TDD unit; list its TTY/TDD numbers on its stationery, in its brochures, advertising, and telephone directory listings, and in the Statewide TDD directory which is circulated in the California hearing impaired community; and provide sign-language interpreter services whenever necessary.

9. SERVICES TO BE PROVIDED: Contractor shall provide prevention substance abuse treatment, comprehensive individualized care services to eligible clients based on and in accordance with Chapter 5, Division 4, Title 9 of the California Code of Regulations, procedures formulated and adopted by the Office of AIDS Programs and Policy, consistent with State and local laws, regulations, the Los Angeles County Commission on HIV Substance Abuse Residential Standards of Care and the terms of this Agreement. The program must be licensed by the Department of Alcohol and Drug Programs as a Residential Alcoholism or Drug Abuse Treatment Facility. Additionally, Contractor shall provide such services as described within Exhibit(s) «SOW_Letters», Scope(s) of Work, attached hereto and incorporated herein by reference. The program structure provides the ability for clients to transition between one of the three identified modalities during their stay in the program. The goal of these comprehensive individualized care services is to meet the individual at their stage of readiness for abstinence-based care and treatment by providing the contractor flexibility

in moving them among the three modalities of care. Programs should help the client to identify their motivations for drug use and for putting themselves at risk for becoming infected with HIV, Sexually Transmitted Infections (STIs) and Hepatitis A, B and C. Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Personal Change, which identifies six stages of personal change, including pre-contemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al maintains that individuals move through predictable stages of change as they endeavor to overcome problem behaviors. Programs are required to use evidence based models of intervention with clients interested in abstinence-based recovery. Models recommended for use include: Motivational Enhancement; A nine session manual of motivational enhancement therapy for methamphetamine dependence: adherence and efficacy Galloway GP, Polcin D, Kielstein A, Brown M, Mendelson J. *Journal of Psychoactive Drugs*, 2007. Suppl4:393-400. Motivational Interviewing; Motivational interviewing to improve treatment engagement and outcome in individuals seeking treatment for substance abuse: A multisite effectiveness study, Carroll, K.M., Ball, S.A., Nich, C., Martino, S., Frankforter, T.L., Farentinos, C., Kunkel, L.E., Mikulich-Gilbertson, S.K., Morgenstern, J., Obert, J.L., Polcin, D., Snead, N., & Woody, G.E. *Drug and Alcohol Dependence*, 2006. 81, 301-312). Cognitive Behavioral Therapy; either tailored for use with MSM: Getting Off: A Behavioral Treatment Intervention For Gay and Bisexual Male Methamphetamine Users, Shoptaw, S., Reback C., Peck, J., Larkins, S., Freese, T., Rawson, R., 2005, www.uclaisap.org/assets/documents/Shoptawetal_2005_tx%20manual.pdf, or with

general populations: A cognitive behavioral approach: Treating cocaine addiction, Carroll KM. National Institute on Drug Abuse, Manual 1. 1999. *US Department of Health and Human Services: National Institutes of Health and*, A multi-site comparison of psychosocial approaches for the treatment of methamphetamine dependence, Rawson, R.A., Marinelli-Casey, P., Anglin, M.D., Dickow, A., Frazier, Y., Gallagher, C., et al., 2004. *Addiction* 99, 708–717. A combination of these theories that have been shown to be effective can also be used as evidence based treatment. The goal is to reach this target population through utilization of the most updated and evidence-based tools available. Services to be provided shall include, but shall not be limited to:

A. Intake: The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. When possible, client intake shall be completed during the first meeting with the potential client. In addition, client intake shall include a medical history. If appropriate, staff shall coordinate with a local counseling and testing provider within thirty (30) days to determine client's HIV status and eligibility for this contract. If testing within this time frame is detrimental to client's recovery or emotional stability, staff shall document in treatment plan, therapy work with client to prepare them for testing.

(1) Required Documentation: Programs must develop the following forms in accordance with State and local guidelines. Signed, dated and completed forms are required for each client and shall be maintained in each client record: Release of Information (updated

annually), Limits of Confidentiality, Consent to Receive Services, Client Rights and Responsibilities, and Client Grievance Procedures and all HIPPA required documentation. Additionally, the client's record must include the client's financial screening/proof of income, verification of residency within Los Angeles County. Specific to this contract, the following documentation is required and should be included: the client's most recent HIV, STI and Hepatitis test results, demographic information including risk behaviors, integrated assessment information in the chart, individualized and comprehensive treatment plan specific to the client, assessment and referral to psychiatric services as appropriate and any medical records necessary for comprehensive treatment.

(2) Client Confidentiality: During the intake process and throughout substance abuse comprehensive individualized service delivery, client confidentiality shall be strictly maintained and enforced. All programs shall follow HIPAA guidelines and regulations for confidentiality.

B. Assessment: Clients shall be assessed and their eligibility determined (e.g. Los Angeles County resident, use of methamphetamine as primary drug in the last 60 days, HIV negative- initial self report or test document- MSM or HIV negative MTF transgender) before being accepted for services.

(1) Option 1 –CIC with Rehabilitation Housing:

(a) At intake and assessment: Eligible persons must have a complete Diagnostic and Statistical Manual of Mental Disorders

(DSM-IV) diagnosis of meth substance abuse or meth substance dependence and be HIV negative MSM or MTF transgender. That diagnosis must be reviewed and signed by a licensed mental health professional.

(b) Psychosocial Assessment: Clients shall be assessed in order to obtain information required to recommend the most appropriate course of treatment and to design an individualized comprehensive treatment plan. The assessment process shall include utilization of the Addiction Severity Index (ASI) by a certified Alcohol and Drug (AOD) counselor as a functional assessment and the American Society of Addiction Medicine (ASAM) Patient Placement Criteria by a certified AOD counselor as a level of care assessment. Psychosocial assessments shall include, but not be limited to:

- (i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

- (ii) Patterns of alcohol and drug (AOD) use;

- (iii) Impact of AOD abuse on major life areas such as relationships/social networks, family, economic status, and self-concept;

- (iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;
- (v) Current HIV risk behavior and factors, including sexual compulsivity;
- (vi) Current medical condition and relevant history, including dental and emergency needs;
- (vii) Mental health history and bio-psychosocial test findings;
- (viii) Educational and vocational background;
- (ix) Suicide, health, or other crisis risk appraisal, including history of sexual abuse;
- (x) Client motivation and readiness for treatment as determined by the Stages of Change Model;
- (xi) Client attitudes and behavior during assessment;
- (xii) PPD and/or chest x-ray (TB) as required by Los Angeles County guidelines;
- (xiii) History of sexually transmitted diseases;
- (xiv) Current medications;
- (xv) Housing status;
- (xvi) Legal issues, including domestic violence and child welfare issues;
- (xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical issues (eg: current treatment for diabetes, Hep C or psychiatric issues) of the client that require treatment planning attention. The assessor must identify all appropriate releases of information (ROIs) needed. ROIs are to be properly completed prior to client's signature and sent out for requested information with evidence of ROI transmitted to provider

In the event the client does not have a medical care provider, a referral to a medical care provider shall be made for access to care as soon as possible and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made and documented in the chart.

(2) Option 2 – CIC with Rehabilitation Housing:

(a) At intake and assessment: Persons must have a complete DSM-IV diagnosis of meth substance abuse or meth substance dependence and be HIV negative MSM or MTF transgender. That diagnosis must be reviewed and signed by a licensed mental health professional.

(b) Psychosocial Assessment: Clients shall be assessed in order to obtain information required to recommend the most

appropriate course of treatment and to design an individualized comprehensive treatment plan. The assessment process shall include utilization of the Addiction Severity Index (ASI) by a certified Alcohol and Drug (AOD) counselor as a functional assessment and the American Society of Addiction Medicine (ASAM) Patient Placement Criteria by a certified AOD counselor as a level of care assessment. Psychosocial assessments shall include, but not be limited to:

- (i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

- (ii) Patterns of alcohol and drug (AOD) use;

- (iii) Impact of AOD abuse on major life areas such as relationships/social networks, family, economic status, and self-concept;

- (iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

- (v) Current HIV risk behavior and factors, including sexual compulsivity;

- (vi) Current medical condition and relevant history, including dental and emergency needs;

- (vii) Mental health history and bio-psychosocial test findings;
- (viii) Educational and vocational background;
- (ix) Suicide, health, or other crisis risk appraisal, including history of sexual abuse;
- (x) Client motivation and readiness for treatment as determined by the Stages of Change Model;
- (xi) Client attitudes and behavior during assessment;
- (xii) PPD and/or chest x-ray (TB) as required by Los Angeles County guidelines;
- (xiii) History of sexually transmitted diseases;
- (xiv) Current medications, including psychiatric medications;
- (xv) Housing status;
- (xvi) Legal issues, including domestic violence and child welfare issues;
- (xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical issues (e.g. current treatment for diabetes, Hep C or psychiatric issues) of the client that requires treatment planning attention. The assessor must identify all appropriate releases of information (ROIs) needed. ROIs are to be properly completed prior to

client's signature and sent out for requested information with evidence of ROI transmitted to provider.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made and documented in the chart.

(3) Option 3 – CIC without Housing:

(a) At intake: Eligible persons must have a complete DSM-IV diagnosis of meth substance abuse or meth substance dependence and be HIV negative MSM or MTF transgender. That diagnosis must be reviewed and signed by a licensed mental health professional.

(b) Psychosocial Assessment: Clients shall be assessed in order to obtain information required to recommend the most appropriate course of treatment and to design an individualized comprehensive treatment plan. The assessment process shall include utilization of the Addiction Severity Index (ASI) by a certified Alcohol and Drug (AOD) counselor as a functional assessment and the American Society of Addiction Medicine (ASAM) Patient

Placement Criteria by a certified AOD counselor as a level of care assessment. Psychosocial assessments shall include, but not be limited to:

- (i) Archival data on the client, including, but not limited to, prior arrests and contacts with the criminal justice system, as well as previous assessments and treatment records;

- (ii) Patterns of alcohol and drug (AOD) use;

- (iii) Impact of AOD abuse on major life areas such as relationships/social networks, family, economic status, and self-concept;

- (iv) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;

- (v) Current HIV risk behavior and factors, including sexual compulsivity;

- (vi) Available health and medical findings, including dental and emergency needs;

- (vii) Mental health history and bio-psychosocial test findings;

- (viii) Educational and vocational background;

- (ix) Suicide, health, or other crisis risk appraisal, including history of sexual abuse;

- (x) Client motivation and readiness for treatment as determined by the Stages of Change Model;
- (xi) Client attitudes and behavior during assessment;
- (xii) PPD and/or chest x-ray (TB) as required by Los Angeles County guidelines;
- (xiii) History of sexually transmitted diseases;
- (xiv) Current medications including psychiatric medication;
- (xv) Housing status;
- (xvi) Legal issues, including domestic violence and child welfare issues;
- (xvii) Abilities, aptitudes, skills and interests.

In addition, the assessment shall include gathering specific information about the medical issues (eg: current treatment for diabetes, Hep C or psychiatric issues) of the client that require treatment planning attention. The assessor must identify all appropriate releases of information (ROIs) needed. ROIs are to be properly completed prior to client's signature and sent out for requested information with evidence of ROI transmitted to provider.

In the event the client does not have a medical care provider, referral to a medical care provider shall be made, depending on available

resources, and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made and documented in their chart.

C. Treatment Plan: This contract requires comprehensive, individualized care (CIC) as evidenced in the treatment plans. A comprehensive (ie: with clients and other providers) integrated, individualized, comprehensive treatment plan must be developed for all clients based upon the initial assessment. This treatment plan shall serve as the framework for the type and duration of services provided during the client's stay in the program and shall include the plan review and re-evaluation schedule. Treatment plans shall address necessary gender and/or sexual identity-specific services based on individual client need. Such services should be provided on site. The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan shall also document mechanisms offered to clients with HIV prevention needs.

The treatment plan shall address the following items identified as needed from the client's initial assessment:

- (1) Overall mental health needs & necessary linked referrals;
- (2) Economic/financial stability;
- (3) Job and housing stability;

- (4) Oral health care needs,
- (5) Social network stability involving client's family/friends/partners.

Treatment plan requirements include:

- (1) The client must sign an admission agreement authorizing treatment within three (3) days of admission/intake;
- (2) Within seven (7) days from the date of admission, the counselor must develop a comprehensive, individualized integrated treatment plan with short and long-term goals for the continuing treatment needs of the client;
- (3) Treatment plan goals and objectives must reflect staff and client action steps to address problem areas identified in the assessment and reflect responses to the problem areas identified;
- (4) The treatment plan must be action-oriented, must identify the activities or tasks the client must complete in order to attain the recovery goal, and must reflect and respond to the client's changing treatment needs as evidenced by the treatment plan addendum;
- (5) Treatment plan goals and objectives must be "SMART"-specific, measurable, attainable, realistic and time-based;
- (6) The treatment plan must be reviewed and re-evaluated twenty-eight (28) days after development and every thirty (30) days thereafter or more often, if needed, as the client completes each phase of treatment.

Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the counselor who developed or re-evaluated it and the client.

D. Specific Requirements:

(1) Option 1 – CIC with Rehabilitation Housing:

(a) A minimum of fifty (50) hours of services per week shall be provided;

(b) A minimum of six (6) hours of group sessions per day, five (5) days a week shall be provided. These life skills groups will consist of group therapy or group process sessions facilitated or supervised by a master's level mental health clinician (at a minimum) and will cover disclosure assistance, condom usage, understanding the levels of risk involved with unsafe sexual practices, dating and negotiation skills;

(c) A minimum of one and one-half (1.5) hours (one daily recovery meeting) a day, seven (7) days a week, shall be required.

(d) A minimum of three (3) hour-long individual session per week shall be provided;

(e) A minimum of seven (7) educational sessions regarding HIV, STIs and Hep C, per week shall be provided;

(f) Group and individual sessions shall use the curriculums provided to address the specialized needs of the client dealing with

high-risk sexual practices combined with methamphetamine addiction.

(2) Option 2 – CIC with Transitional Housing:

(a) A minimum of sixteen (16) hours of activities per week shall be documented;

(b) A minimum of two (2) educational group sessions (a minimum of eight (8) hours per week) shall be provided. These life skills groups will consist of group therapy or group process sessions facilitated or supervised by a master's level mental health clinician (at a minimum) and at a minimum will discuss condom usage, understanding the levels of risk involved with unsafe sexual practices, dating and negotiation skills;

(c) A minimum of one (1) hour long individual session per week shall be provided;

(d) A minimum of one (1) daily recovery meeting per day (seven (7) meetings per week) including a discharge planning group and transition group shall be required.

(e) Group and individual sessions shall use the curriculums provided to address the specialized needs of the client dealing with high-risk sexual practices combined with methamphetamine addiction.

(3) Option 3 – CIC without Housing:

(a) A minimum of fifty (50) hours of services per week shall be provided;

(b) A minimum of six (6) hours of group sessions per day, five (5) days a week shall be provided. These life skills groups will consist of group therapy or group process sessions facilitated or supervised by a master's level mental health clinician (at a minimum) or a state certified AOD counselor, and will cover condom usage, understanding the levels of risk involved with unsafe sexual practices, dating and negotiation skills;

(c) A minimum of one and one-half (1.5) hours (one (1) meeting) a day, seven (7) days a week, shall be required with a mental health and/or AOD counselor.

(d) A minimum of three (3) hour-long individual session per week shall be provided;

(e) A minimum of seven (7) educational sessions regarding HIV, STIs and Hep C, per week shall be provided;

(f) Group and individual sessions shall use the curriculums provided to address the specialized needs of the client dealing with high-risk sexual practices combined with methamphetamine addiction.

E. Referral Services: Programs providing comprehensive individualized care (CIC) services shall demonstrate active collaboration with other agencies to

provide referrals to the full spectrum of HIV and other related services. Formal relationships with mental health providers are especially important for assistance. In addition to primary medical services and case management, the program must be linked to a continuum of services and must ensure clients are linked to these service options, including, but not limited to:

- (1) Mental health treatment;
- (2) Medical care;
- (3) Peer support;
- (4) Vocational training;
- (5) Education;
- (6) Dental;
- (7) Legal;
- (8) Financial services;
- (9) Parenting and children services (if applicable)

Referrals for services shall be made at any point at which the needs of the client cannot be met by the program with its established range of services.

Programs shall make available to clients information about public health, social services and where to apply for state, federal and/or county entitlement programs.

If during intake it is determined that the needs of the client cannot be met by the program within the program's range of services, then a referral must be made to an alternate provider or venue of services.

If during intake or after admission through further observation or assessment it is determined that the needs of the client cannot be met within the program's range of services, the program staff must consult with the appropriate specialist(s) to assist in determining an alternative provider or venue of services and document the transfer and/or referral in the client's chart.

F. Support Services and Discharge Planning: Support services that are to be provided or coordinated must include, but are not limited to:

- (1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);
- (2) Health-related services (e.g., medical care, medication management, adherence, dental needs etc.);
- (3) HIV transmission risk assessment and prevention counseling;
- (4) Mental Health Services including medication and/or therapy;
- (5) Psychiatric screening/evaluation;
- (6) Social services;
- (7) Recreational activities;
- (8) Meals;
- (9) Housekeeping and laundry;
- (10) Transportation, and/or
- (11) Housing.

Discharge planning shall include a written aftercare plan that includes specific substance abuse treatment recommendations utilizing various modalities and approaches, as well as referrals to appropriate services which will be documented in the client's chart. Clients shall receive a copy of the plan, including active referrals to appropriate services. Clients shall leave knowing they are welcome to contact the program at any time. Programs shall develop mechanisms to ensure that they maintain contact with clients post-discharge including collecting sexual and drug risk behavior for follow up data needs for this project.

Aftercare services provide a safety net for clients who are new to recovery while rebuilding their lives and attempting to prevent HIV seroconversion. Ideally, transitional or aftercare services shall be provided by a program counselor involved with the client's discharge planning and prior treatment. Aftercare services shall be in the form of individual or group counseling and range from six (6) to twelve (12) months depending on client need. Sessions can address such issues as:

- (1) Substance abuse and HIV/AIDS information;
- (2) Relapse prevention;
- (3) Personal budgeting;
- (4) Program sponsor work;
- (5) Staying connected to new support groups;
- (6) Following up on sexual identification and behavior;

(7) Maintaining sobriety;

(8) Medication adherence and adherence to medical treatment plan;

(9) Mental health adherence to treatment plan.

Agencies shall attempt to contact clients and encourage client follow up with agency at specified time intervals in order to track their progress and may include phone calls and/or attendance at aftercare programs.

G. Support Services and Discharge Planning: Contagious/Infectious Disease Prevention and Intervention: The client must meet the admission requirements of the County of Los Angeles Department of Health Services Tuberculosis Control Program. Clients shall be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS). If a client is suspected of having a contagious or infectious disease, the client shall be isolated and a physician shall be consulted to determine suitability of the client's retention in the program.

10. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods March through August and September through February.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize the County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. The County's system will be used to invoice for all delivered services, standardize reports, import efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

13. PROGRAM RECORDS: Client records shall include: psychosocial intake information consisting of personal, family, educational, drug, psychological, criminal and medical history including a current physical, urinalysis (if applicable) HIV status, STI tests, and Hepatitis tests. Client records shall also include client identification and demographic data, including risk behaviors, a comprehensive, individualized, integrated treatment plan which includes a problem list, short and long-term goals, and action steps generated by staff and client; assignment of a primary counselor, description of type and frequency of services including counseling and support services to be provided, a record of client interviews and client satisfaction with services,; referral services, releases of information and a discharge/transfer summary.

14. STAFFING REQUIREMENTS: All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All

management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter. At least a minimum of seventy-five percent (75%) of direct program staff providing counseling services in each alcohol or other drug program shall be certified pursuant to the requirements of California Code of Regulation, Title 9, Division 4, Chapter "8". The Substance Abuse Comprehensive Individualized Care (CIC) Services program must have the following staff:

A. Direct Care Staff: The program shall ensure that all direct services to clients are provided by staff trained in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. Direct Care Staff include:

- (1) A certified AOD counselor designated to perform admission, intake and assessment functions, including ongoing evaluation of the clients' treatment and care needs with review by a licensed mental health professional;
- (2) A counselor responsible for oversight and provision of planned activities, including oversight of volunteers;
- (3) A staffing ratio of not less than one (1) counselor for every sixteen (16) clients enrolled in the program. Counselors may be nurses, psychologists, social workers, psychiatric technicians, trained counselors, or others as long as they have training or experience in treating persons

with an addiction and have specialized training in HIV prevention. Staff may be required to report on performance indicators. Clients will not be used to fulfill staffing requirements.

B. Administrative and Support Staff: Administrative and support staff shall include:

(1) A program administrator or designee who must be on-site during the normal work day;

(2) A registered nurse shall remain on-call twenty-four (24) hours a day;

(3) In programs where there are six (6) beds or fewer, a minimum of one (1) on-duty, awake staff is required;

(4) In programs where there are seven (7) to twenty (20) beds, a minimum of one (1) on-duty, awake staff is required;

(5) Support staff, as necessary, to perform office work, cooking, house cleaning, laundering, and maintenance of buildings, equipment, and grounds.

Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. Contractor shall report staffing pattern including any changes or additions in the OAPP monthly report.

Contractor shall submit a Plan of Corrective Action (POCA) to OAPP within thirty (30) days if not in compliance with established staffing requirements and standard of care.

15. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit {Exhibit Letter TB Guidelines}, "Tuberculosis Exposure Control Plan for Residential Facilities" as provided by the Los Angeles County Department of Public Health's Tuberculosis Control Program, attached to the original agreement of this contract. Director shall notify Contractor of any revision of this Plan, which shall become part of this Agreement.

16. TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit {Exhibit Letter TB Screening}, "Guidelines for Staff Tuberculosis Screening", attached to the original agreement of this contract. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. NARCOTICS AND RESTRICTED DANGEROUS DRUGS: Contractor agrees to comply with all federal and State statutory requirements and regulations, concerning the storage, prescription, and administration of narcotics or restricted dangerous drugs.

18. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency,

disaster, or disturbance in order to safeguard residents and facility staff. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of residents, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Enhancement Services Division.

20. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit {Exhibit Letter Bill of Rights}, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this “Bill of Rights” document in accordance with Contractor’s own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the “Bill of Rights” document.

21. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

22. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following eight (8) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3)

clinical and/performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed

in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

- a) Client's name, age, and sex;
- b) Date and nature of event;
- c) Disposition of the case;
- d) Staffing pattern at the time of the incident.

23. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

SCHEDULE

«Agencys_Name_Caps»

HIV/AIDS PREVENTION SUBSTANCE ABUSE TREATMENT CIC SERVICES

Budget Period
July 1, 2009
through
February 28, 2010

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service:			
Service:			
Service:			
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			
MAXIMUM MONTHLY PAYMENT			

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES**TABLE 1**

Site# _____ of _____

- 1 Agency Name: _____
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____
- _____

- 4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

- 5 In which Supervisorial District is the service delivery site?

- | | |
|-------------------------------------|-------------------------------------|
| _____ One: Supervisor Molina | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Yaroslavsky | _____ Four: Supervisor Knabe |
| _____ Five: Supervisor Antonovich | |

- 6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? _____

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2*

Enter number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Resident Days
Site	No. of Days
Site # 1	
Site # 2	
Site # 3	
Site # 4	
Site # 5	
Site # 6	
Site # 7	
Site # 8	
Site # 9	
Site # 10	
TOTAL	

* Figures are based on a 12-month period.

Contract No. H-702632

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION SERVICES AGREEMENT**

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

FRIENDS RESEARCH INSTITUTE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) HEALTH EDUCATION/RISK REDUCTION SERVICES AGREEMENT", dated
January 1, 2007, and further identified as Agreement No. H-702632, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the
Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on January 1, 2007 and continue in full force and effect through June 30, 2010, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits E and E-1, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F shall be added to Agreement as follows:

"F. During the period of July 1, 2009 through June 30, 2010, the maximum obligation of County for methamphetamine prevention services provided hereunder shall not exceed Three Hundred Twenty-Two Thousand Dollars (\$322,000).

Such maximum obligation is entirely comprised of net County Cost (NCC) funds. This sum represents the total maximum obligation of County as shown in Schedule 6, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule 6 and the PAYMENTS Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 8, COST REIMBURSEMENT, shall be amended and replaced in its entirety to read as follows:

"8. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or payment for performance at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) in the health education/risk reduction services

Paragraph 8 of this Agreement and set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 8 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 8, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month

and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor

which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement.”

7. Paragraph 11, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

“11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or

self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its

financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or

relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements

of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors:

Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8. Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or

alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent

to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature."

9. Paragraph 13, CONTRACTOR'S OFFICE, shall be amended and replaced in its entirety to read as follows:

"13. CONTRACTOR'S OFFICE: Contractor's primary business offices are located at 1419 North La Brea Avenue, Los Angeles, California 90028. Contractor's primary business telephone number is (323) 463-1601, and facsimile/FAX number is (323) 463-0126. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of

services herein, at least ten (10) days prior to the effective date thereof. If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

10. Paragraph 14, NOTICES, shall be amended and replaced in its entirety to read as follows:

“14. BUDGET REDUCTION: In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County’s notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.”

11. Paragraph 15, RECORD RETENTION, shall be amended and added to read as follows:

“15. RECORD RETENTION: Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.”

12. Paragraph 16, TERMINATION FOR CONVENIENCE, shall be amended and added to read as follows:

“16. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

C. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

D. Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit."

13. Paragraph 17, PUBLIC OFFICIALS/OFFICES, shall be amended and added

to read as follows:

“17. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.”

14. Paragraph 18, GRIEVANCE-LINE, shall be amended and added to read as follows:

“18. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the

complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311 (TDD)."

15. Paragraph 19, COMPLIANCE WITH APPLICABLE LAWS, shall be amended and added to read as follows:

"19. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement

from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval

16. Paragraph 20, COMPLIANCE WITH CIVIL RIGHTS LAWS, shall be amended and added to read as follows:

"20. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Attachment {ENTER ATTACHMENT NUMBER} - Contractor's EEO Certification."

17. Paragraph 21, CONFLICT OF INTEREST, shall be amended and added to read as follows:

"21. CONFLICT OF INTEREST: No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work"

18. Paragraph 22, NOTICES, shall be amended and added to read as follows:

"22. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director

:

2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Public Health

Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Director

19. Exhibits E and E-1, SCOPES OF WORK FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

20. Schedule 6, BUDGETS FOR HIV/AIDS HEALTH EDUCATION/ RISK REDUCTION SERVICES are attached to this Amendment and incorporated in Agreement by reference.

21. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., MPH
Director and Health Officer

FRIENDS RESEARCH INSTITUTE, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT E

FRIENDS RESEARCH INSTITUTE, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION/
CRYSTAL METHAMPHETAMINE PROGRAM SERVICES**

1. DEFINITION: HIV/AIDS Health Education/Risk Reduction (HE/RR)

prevention services, methamphetamine services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, interventions delivered to individuals (IDIs), interventions delivered to groups (IDGs), community-level interventions, and health communication/public information interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to men who have sex with men (MSM), and men who have sex with men and women (MSM/W) who reside in Supervisorial Districts 1, 2, and 3, within Service Planning Area (SPA) 4 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. The Contractor will target the aforementioned behavioral risk groups (BRG). The BRG model is based upon behavior versus population membership, recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives. The BRG definitions are as follows:

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior,

including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users (HM/IDU):

Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users (F/IDU): Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners (WSR): Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or

part of their lives as women and biological females who live all or part of their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk for HIV.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 1419 North La Brea Avenue, West Hollywood, California 90028. For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through June 30, 2010, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS methamphetamine prevention services shall not exceed Three Hundred Twenty-Two Thousand Dollars (\$322,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule 6. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally

conducted by trained staff or volunteer educators face-to-face with individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. Contractor at a minimum shall conduct a brief risk assessment and provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services based on the brief risk assessment. Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; a brief risk assessment; behavior risk group; and phone number or email address. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Minimum Performance Indicators: Contractor shall document the mean number of outreach encounters required to get one person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, an Interventions Delivered to Individual service, a Interventions Delivered to Group service or prevention case management.

C. Interventions Delivered to Individuals: For the purposes of this Agreement, Interventions Delivered to Individuals (IDIs) shall be defined as health education and risk reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and includes skills-building activities. IDI activities are intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) IDI Counseling Sessions: IDIs shall consist of three sessions. Each session will be a minimum of twenty minutes and must be conducted on three different days. The sessions will focus on the risk behaviors of the individual, identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff or trained volunteers. One-on-one risk reduction

counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess adoption of risk reduction behaviors over a period of time. An alternative follow-up schedule may be implemented as approved by OAPP. The follow-up sessions may be conducted face-to-face, on the telephone, or via the internet.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for Interventions Delivered to Individuals as required in the Scope of Work:

(a) Individual Risk Reduction Counseling Sessions:

Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date(s) of individual/one-on-one sessions and follow-up sessions, location or site of sessions, client name or identification number/unique identifier, progress notes describing what was discussed during each session, a completed risk assessment, a risk reduction plan, client's commitment to risk reduction behaviors, type of follow-up and location or site of follow-up, follow-up session outline or progress note describing status of risk reduction plan, and any referrals given.

(b) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during the IDI. The risk assessment will include, but not be limited to: client's risk behaviors, risk reduction

skills, barriers to safer behavior, HIV status, substance use, social support systems, primary prevention strategies to keep a person HIV negative, secondary prevention strategies for HIV positive clients to reduce HIV transmission, keep the person healthy over time, and prevent re-infections, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(c) Risk Reduction Plan: Contractor shall ensure that risk reduction plan is completed during the individual risk reduction counseling sessions. At a minimum, risk reduction plan documentation shall include: goal setting, action steps, and a timeline to complete the action steps and goal. In addition, the client must identify a short term goal to complete during the initial three sessions and a long term goal to attempt during the follow-up sessions.

(d) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client

accessed services, signed and dated by staff member providing services.

(3) IDI Risk Reduction Counseling Staff Qualifications: At a minimum, each IDI staff shall possess: a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, OR health education or IDI staff shall have completed training on risk reduction counseling and have at least two years experience providing counseling; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, and Hepatitis, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The IDI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling services and have the academic training and/or at least four years experience in counseling to ensure the appropriateness and quality of services. Such academic training includes: a bachelor's degree, Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field.

(4) IDI Risk Reduction Case Conferencing/ Supervision:

Contractor shall provide oversight in the form of one-on-one supervision or group case conferencing for all staff conducting IDI interventions at a minimum of one (1) hour per week or two (2) hours biweekly.

(a) Case Conferences will consist of group discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(b) Supervision will consist of one-on-one meeting between Supervisor and counselor to discuss selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(c) Case conferences or Supervision shall consist of the following required documentation: Date of case conference or individual supervision and name of participants. In addition, individual client's discussed will have documentation in the IDI chart outlining issues and concerns identified; follow-up plan; verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(5) Minimum Interventions Delivered to Individuals Indicators:

Contractor shall document the minimum IDI indicators to include, but not

be limited to: the proportion of persons that completed the intended number of IDI sessions, and the proportion of the intended number of BRG clients to be reached with IDI who were actually reached.

D. Interventions Delivered to Groups: For the purposes of this Agreement, Interventions Delivered to Groups (IDG) are health education and risk reduction counseling that is provided to groups of varying sizes. IDG may include peer and non-peer models involving a wide range of skills, information, education, and support. IDG must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities as required in the Scope of Work:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff or trained volunteers. IDG sessions shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and

facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance). Follow-up with the client shall be conducted 30 days after the completion of the initial modules.

(i) Group risk reduction counseling shall consist of the following required documentation: dates; length of each session; and location of group; names, client identification numbers, or unique identifiers of participants; and follow-up form describing progress of client as outlined in the Scope of Work. All Sessions must follow a curriculum as approved by OAPP.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy

groups. Support groups may be conducted by trained, self-identified members of the target population or staff. Follow-up with the client shall be conducted 30 days after the completion of the initial three sessions.

(i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; follow-up form describing progress of client as outlined in the Scope of Work. A group outline, agenda, or minutes which briefly describe what was discussed must be kept on file.

(c) Peer Health Education Training: Structured training sessions in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall support peers in providing HIV education to peers. Peer Health Education Training is designed to enable peer to conduct outreach, facilitate groups, conduct IDIs, or initiate informal conversations in the community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum.

(i) Peer Health Education Training shall consist of the following required documentation: date; time; and location

of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(d) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during Interventions Delivered to Groups. The risk assessment will include, but not limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, HIV status, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(e) Referrals: Contractor shall ensure that all persons of unknown HIV status are referred to HIV testing. At a minimum, documentation of this referral shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, signed and dated by staff member providing services.

(2) IDG Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality,

substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

(3) Minimum IDG Indicators: Contractor shall document the minimum Group-Level Intervention (IDG) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the IDG who were actually reached.

E. Community Level Interventions: For the purposes of the agreement, Community Level Interventions seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole,

rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

(1) Direct Services: During each term of this Agreement, Contractor may conduct the following services for CLIs as required in the Scope of Work:

(a) Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. The process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

(b) Community Forums: Community forums are CLIS in which information is provided to and elicited from the community.

(c) Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and local celebrations in communities that deliver public information to large numbers of people.

(d) Structural Interventions: This is an intervention designed to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

(e) Social Marketing: A CLI that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Material Review Process.

(2) CLI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

F. Health Communication/Public Information (HC/PI): For the purposes of the agreement, HC/PIs are the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for interventions with skills building component.

(1) Group Presentations: These are information-only activities conducted in group settings often call "one-shot" educational interventions. Group presentations differ from risk reduction counseling in that presentations lack a skills-building component. Group presentation cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for HC/PIs as required in the Scope of Work:

(a) HC/PI sessions in group settings. Contractor shall ensure that documentation is maintained for HC/PI sessions. At a minimum documentation shall include: date of HC/PI session, location or site of session, and a summary of what was discussed during the session.

(b) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) HC/PI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality,

substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid individuals providing services as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical

sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. All direct service staff in this agreement shall have general training including, but not be limited to:

(1) HIV/AIDS Training: Training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) Training: Training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) Training: Training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Cultural/Diversity Sensitivity Training: Training will include at a minimum: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

(5) Substance Use and Crystal Methamphetamine Use Training: Training will include at a minimum: substance use trends, prevention and treatment, and association with HIV risk.

(6) Legal/Ethical Issues Training: Training will include at a minimum: confidentiality and limitations and boundaries of the paraprofessional role.

B. Outreach Staff Training: In addition to the aforementioned training, for all paid staff conducting outreach, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing outreach services. Staff training shall include, but not be limited to:

(1) Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area.

(2) Targeted Prevention Activity Training focused on conducting brief risk assessments and documenting referrals.

C. IDI Staff Training: In addition to the aforementioned training, for all paid staff conducting IDIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDI services. Staff training shall include, but not be limited to:

(1) Orientation to roles, limitations of responsibility, how and when to access supervision, how and when to utilize other service providers, client centered counseling, non-judgmental responding and empathetic listening.

(2) IDI Counseling skills such as boundary setting, active listening, and engagement strategies.

(3) Risk Assessment training including rapport building, survey administration, data gathering, and documentation.

D. IDG Staff Training: In addition to the aforementioned training, for all paid staff conducting IDGs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDG services. Staff training shall include, but not be limited to:

(1) Orientation to internal IDG policies and procedures; tracking systems; client follow-up procedure; recruitment and retention strategies; how and when to access supervision; how to utilize and refer clients to other available services.

(2) Curriculum Development - Contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

(3) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

(4) Risk Assessment: Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

E. CLI Staff Training: In addition to the aforementioned training, for all paid staff conducting CLIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing CLIs. Staff training shall include, but not be limited to:

(1) Orientation to CLI policies and procedures; event organizing; how to utilize and refer clients to other available services.

(2) Social Marketing Training including how to plan a campaign, develop strategy, evaluate campaign, and distribute social marketing materials.

F. HC/PI Staff Training: In addition to the aforementioned training, for all paid staff conducting HC/PI, contractor shall conduct or arrange at least 4 additional hours per year of appropriate staff training to assist staff with performing HC/PI services. Staff training shall include, but not be limited to:

(1) HC/PI policies and procedures; rapport building; recruitment strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area.

(2) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding.

G. Contractor shall maintain documentation of staff training to include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

H. Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, length of time, and location of staff training; 2) training topic(s); and 3) name of attendees.

9. REPORTS: Subject to the reporting requirements of the REPORTS

Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HERR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission, or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statutes, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

(i) Client's name, age, and sex;

(ii) Date and nature of event;

(iii) Disposition of the case; and

(iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A

numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

- (1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);
- (2) Implementation of the QM Program;
- (3) Client Feedback Process;
- (4) Client Grievance Process;
- (5) Incident Reporting; and
- (6) Random Chart Audit.

12. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

13. DATA COLLECTION SYSTEMS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) or any other data collection system as directed by the Director of OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and

software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor may seek assistance from OAPP Network Administrator for software installation if necessary, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

14. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE

ASSISTANCE SERVICES: Partner Counseling and Referral Services

(PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV.

Notified partners are offered or referred to HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as

needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff, as specified in Paragraph 14, Section B, shall provide linked referrals PCRS/DAS to HIV Positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PCRS/DAS to at least 90% of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide a linked referral to PCRS/DAS to at least 80% of all HIV-positive clients.

B. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDHS-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staff that have general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one program staff attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program. Program staff shall be chosen based on the following prioritized list:

- (a) HCT Counselors;
- (b) Medical Outpatient Providers;
- (c) Prevention Case Managers/Case Managers;
- (d) Health Educators;
- (e) Other Prevention Services Staff; and
- (f) Other Care Services Staff.

15. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials,

Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

16. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING

NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

17. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

18. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide Health Education/Risk Reduction prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit E-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

19. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural affirming attitudes. Program staff should affirm that clients of ethnic and cultural attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SPECIFICATIONS**FRIENDS RESEARCH INSTITUTE, INC.****HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES****BEHAVIORAL RISK GROUPS:
MSM AND MSM/W**

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	100%	0%	0%	0%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
16%	8%	25%	50%	1%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 6

FRIENDS RESEARCH INSTITUTE, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES CRYSTAL METHAMPHETAMINE PROGRAM

	<u>Budget Period</u> July 1, 2009 through June 30, 2010
Salaries	\$141,983
Employee Benefits	<u>\$ 35,496</u>
Total Employee Salaries and Benefits	\$177,479
Operating Expenses	\$117,903
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 26,618</u>
TOTAL PROGRAM BUDGET	\$322,000
MONTHLY MAXIMUM OBLIGATION	\$ 26,833

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT E-1
SCOPE OF WORK
JULY 1, 2009 – JUNE 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among MSM and MSM/W who use crystal methamphetamines in Service Planning Area 4 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 6/30/10, a minimum of 54 HIV-negative, methamphetamine-using MSM and MSM/W will enroll in the Contingency Management (CM) intervention</p> <ul style="list-style-type: none"> Participants will receive an oral Rapid HIV test and education on Pre-exposure Prophylaxis (PEP). <p>1A.0 By 6/30/10, a minimum of 54 HIV-negative, methamphetamine-using MSM and MSM/W will complete a baseline risk assessment.</p> <p>1B.0 By 6/30/10, a minimum of 32 HIV-negative, methamphetamine-using MSM and MSM/W will complete an 8-week CM intervention.</p> <ul style="list-style-type: none"> Participants will attended at least 14 our 24 sessions of the 8-week series <p>2.0 By 6/30/10, a minimum of 44 HIV-negative, methamphetamine-using MSM and MSM/W will receive a baseline examination, including a comprehensive metabolic panel and complete blood count, by the physician and be given a 4-day starter pack of tenofovir with entricitabine (i.e. Truvada).</p> <p>2B.0 By 6/30/10, a minimum of 20 HIV-negative, methamphetamine-using MSM and MSM/W will complete a 28-day PEP intervention.</p> <ul style="list-style-type: none"> Participants will complete at least 22 of 28 doses. <p>3.0 By 6/30/10, a minimum of 27 HIV-negative, methamphetamine-using MSM and MSM/W will demonstrate a reduction in methamphetamine use at three-month follow up.</p> <p>4.0 By 6/30/10, a minimum of 32 HIV-negative, methamphetamine-using MSM and MSM/W will report a reduction in unprotected anal intercourse at a three-month follow-up visit.</p>	<p>1.1 Enroll participants, maintain log and report results to OAPP.</p> <p>1A.1 Conduct baseline risk assessment, analyze results and submit data to OAPP.</p> <p>1B.1 Conduct CM intervention, maintain documentation that includes, but is not limited to, progress notes, sign-in sheets. Submit data to OAPP.</p> <p>2.1 Conduct baseline examination, analyze results, and submit data to OAPP.</p> <p>2B.1 Conduct PEP intervention, maintain documentation that includes, but is not limited to, progress notes, sign-in sheets. Submit data to OAPP.</p> <p>3.1 Conduct follow-up session and submit data to OAPP.</p> <p>4.1 Conduct follow-up session and submit data to OAPP.</p>	<p>By 6/30/10 and ongoing</p> <p>By 6/30/10 and ongoing</p> <p>By 6/30/10 and ongoing</p> <p>By 6/30/10 and ongoing</p> <p>By 6/30/10 and ongoing</p> <p>By 6/30/10 and ongoing</p>	<p>1.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1A.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1B.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>2.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>2B.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>3.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>4.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p>

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT**

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AIDS HEALTHCARE FOUNDATION
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT", dated November 30, 2004, and further
identified as Agreement No. H-700936, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. The first and third paragraphs of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on November 30, 2004, and continue in full force and effect through September 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 – June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1 attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F shall be added to Agreement as follows:

"F. During the period of July 1, 2009 through September 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

Of this maximum amount, {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION) shall be allocated for Health Education/Risk Reduction (HE/RR) services and {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION) shall be allocated for HIV/AIDS Counseling and Testing (HCT) services.

Such maximum obligation is comprised entirely of federal Centers for Disease Control and Prevention (CDC) funds. This sum represents the total maximum obligation of County as shown in Schedules 31, 32, 33, 34, 35 and 36, attached hereto and incorporated herein by reference."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be amended and replaced in its entirety to read as follows:

"4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's

Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

C. Federal funds will not be utilized for any prohibited activity as set forth in the SERVICES TO BE PROVIDED Paragraph of this Agreement.

6. Paragraph 5, ADDITIONAL PROVISIONS, attached hereto and incorporated herein by reference, is an updated document labeled "ADDITIONAL PROVISION". The terms and conditions therein contained are part of this Agreement.

7. Paragraph 6, CONFLICT OF TERMS, shall be amended to read as follows:

"6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and

schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1

Schedule 31, 32, 33, 34, 35 and 36

8. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 31, 32, 33, 34, 35 and 36, and the PAYMENTS Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

9. Paragraph 8, COST REIMBURSEMENT, shall be amended and replaced in its entirety to read as follows:

"8. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County

regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the term and conditions of this Paragraph 8 and those set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 9 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for

prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

B. If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

C. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 8, an "unsubstantiated unit of service" shall mean a unit of

service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

D. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event

shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

F. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

G. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

H. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

I. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior

authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

J. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed

to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

K. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

10. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement.

11. Paragraph 13, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

“13. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13 and 14 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including

any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use

of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor

complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and

defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be

designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance

Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

12. Paragraph 14, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print

and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC-00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of

cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group

homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1, SCOPES OF WORK FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING PREVENTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

14. Schedules 31, 32, 33, 34, 35 and 36, BUDGETS FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING PREVENTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

15. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and

Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

AIDS HEALTHCARE FOUNDATION
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT**

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AIDS HEALTHCARE FOUNDATION
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING
PREVENTION SERVICES AGREEMENT", dated November 30, 2004, and further
identified as Agreement No. H-700936, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. The first and third paragraphs of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on November 30, 2004, and continue in full force and effect through September 30, 2009, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 – June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1 attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F shall be added to Agreement as follows:

"F. During the period of July 1, 2009 through September 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

Of this maximum amount, {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION) shall be allocated for Health Education/Risk Reduction (HE/RR) services and {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION) shall be allocated for HIV/AIDS Counseling and Testing (HCT) services.

Such maximum obligation is comprised entirely of federal Centers for Disease Control and Prevention (CDC) funds. This sum represents the total maximum obligation of County as shown in Schedules 31, 32, 33, 34, 35 and 36, attached hereto and incorporated herein by reference."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be amended and replaced in its entirety to read as follows:

"4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's

Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

C. Federal funds will not be utilized for any prohibited activity as set forth in the SERVICES TO BE PROVIDED Paragraph of this Agreement.

6. Paragraph 5, ADDITIONAL PROVISIONS, attached hereto and incorporated herein by reference, is an updated document labeled "ADDITIONAL PROVISION". The terms and conditions therein contained are part of this Agreement.

7. Paragraph 6, CONFLICT OF TERMS, shall be amended to read as follows:

"6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and

schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1

Schedule 31, 32, 33, 34, 35 and 36

8. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 31, 32, 33, 34, 35 and 36, and the PAYMENTS Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

9. Paragraph 8, COST REIMBURSEMENT, shall be amended and replaced in its entirety to read as follows:

"8. PAYMENTS: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County

regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the term and conditions of this Paragraph 8 and those set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 9 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for

prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

B. If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

C. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 8, an "unsubstantiated unit of service" shall mean a unit of

service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

D. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event

shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

F. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

G. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

H. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

I. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior

authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

J. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed

to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

K. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

10. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract in this Agreement.

11. Paragraph 13, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"13. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13 and 14 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including

any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use

of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor

complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and

defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be

designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance

Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

12. Paragraph 14, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print

and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of

cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group

homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. Exhibits O, O-1, P, P-1, Q, Q-1, R and R-1, SCOPES OF WORK FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING PREVENTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

14. Schedules 31, 32, 33, 34, 35 and 36, BUDGETS FOR HIV/AIDS HEALTH EDUCATION/RISK REDUCTION - COUNSELING AND TESTING PREVENTION SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

15. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and

Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

AIDS HEALTHCARE FOUNDATION
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT O

AIDS HEALTHCARE FOUNDATION

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

1. DEFINITION: HIV/AIDS Health Education/Risk Reduction (HE/RR)

prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, interventions delivered to individuals (IDIs), interventions delivered to groups (IDGs), community-level interventions, and health communication/public information interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to men who have sex with men (MSM) who reside in Supervisorial Districts 1, 2 and 3, within Service Planning Area 4 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. The Contractor will target the aforementioned behavioral risk group(s) (BRG). The BRG model is based upon behavior versus population membership,

recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives. The BRG definitions are as follows:

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior, including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users: Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users: Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners: Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in

vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk for HIV.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 1300 Scott Avenue, Los Angeles, California, 90026. For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through September 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule 31. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit O-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally conducted by trained staff or volunteer educators face-to-face with individuals in

neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. Contractor at a minimum shall conduct a brief risk assessment and provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services based on the brief risk assessment. Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; a brief risk assessment; behavior risk group; and phone number or email address. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Minimum Performance Indicators: Contractor shall document the mean number of outreach encounters required to get one

person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, an Interventions Delivered to Individual service, a Interventions Delivered to Group service or prevention case management.

C. Interventions Delivered to Individuals: For the purposes of this Agreement, Interventions Delivered to Individuals (IDIs) shall be defined as health education and risk reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and include skills-building activities. IDI activities are intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) IDI Counseling Sessions: IDIs shall consist of three sessions. Each session will be a minimum of twenty minutes and must be conducted on three different days. The sessions will focus on the risk behaviors of the individual, identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff or trained volunteers. One-on-one risk reduction counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess adoption of risk reduction behaviors over a

period of time. An alternative follow-up schedule may be implemented as approved by OAPP. The follow-up sessions may be conducted face-to-face, on the telephone, or via the internet.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for Interventions Delivered to Individuals as required in the Scope of Work:

(a) Individual Risk Reduction Counseling Sessions:

Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date(s) of individual/one-on-one sessions and follow-up sessions, location or site of sessions, client name or identification number/unique identifier, progress notes describing what was discussed during each session,, a completed risk assessment, a risk reduction plan, client's commitment to risk reduction behaviors, type of follow-up and location or site of follow-up, follow-up session outline or progress note describing status of risk reduction plan, and any referrals given.

(b) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during the IDI. The risk assessment will include, but not be limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, HIV status, substance use, social support systems, primary prevention strategies to keep a person

HIV negative, secondary prevention strategies for HIV positive clients to reduce HIV transmission, keep the person healthy over time, and prevent re-infections, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(c) Risk Reduction Plan: Contractor shall ensure that risk reduction plan is completed during the individual risk reduction counseling sessions. At a minimum, risk reduction plan documentation shall include: goal setting, action steps, and a timeline to complete the action steps and goal. In addition, the client must identify a short term goal to complete during the initial three sessions and a long term goal to attempt during the follow-up sessions.

(d) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) IDI Risk Reduction Counseling Staff Qualifications: At a minimum, each IDI staff shall possess: a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, OR health education or IDI staff shall have completed training on risk reduction counseling and have at least two years experience providing counseling; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, and Hepatitis, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The IDI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling services and have the academic training and/or at least four years experience in counseling to ensure the appropriateness and quality of services. Such academic training includes: a bachelor's degree, Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field.

(4) IDI Risk Reduction Case Conferencing/Supervision: Contractor shall provide oversight in the form of one-on-one supervision or group

case conferencing for all staff conducting IDI interventions at a minimum of one (1) hour per week or two (2) hours biweekly.

(a) Case Conferences will consist of group discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(b) Supervision will consist of one-on-one meeting between Supervisor and counselor to discuss selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(c) Case conferences or Supervision shall consist of the following required documentation: Date of case conference or individual supervision and name of participants. In addition, individual clients discussed will have documentation in the IDI chart outlining issues and concerns identified; follow-up plan; verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(5) Minimum Interventions Delivered to Individuals Indicators:

Contractor shall document the minimum IDI indicators to include, but not be limited to: the proportion of persons that completed the intended

number of IDI sessions, and the proportion of the intended number of BRG clients to be reached with IDI who were actually reached.

D. Interventions Delivered to Groups: For the purposes of this Agreement, Interventions Delivered to Groups (IDG) are health education and risk reduction counseling that is provided to groups of varying sizes. IDG may include peer and non-peer models involving a wide range of skills, information, education, and support. IDG must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities as required in the Scope of Work:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff or trained volunteers. IDG sessions shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to

know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance). Follow-up with the client shall be conducted 30 days after the completion of the initial modules.

(i) Group risk reduction counseling shall consist of the following required documentation: dates; length of each session; and location of group; names, client identification numbers, or unique identifiers of participants; and follow-up form describing progress of client as outlined in the Scope of Work. All Sessions must follow a curriculum as approved by OAPP.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy groups. Support groups may be conducted by trained, self-

identified members of the target population or staff. Follow-up with the client shall be conducted 30 days after the completion of the initial three sessions.

(i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; follow-up form describing progress of client as outlined in the Scope of Work. A group outline, agenda, or minutes which briefly describe what was discussed must be kept on file.

(c) Peer Health Education Training: Structured training sessions in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall support peers in providing HIV education to peers. Peer Health Education Training is designed to enable peer to conduct outreach, facilitate groups, conduct IDIs, or initiate informal conversations in the community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum.

(i) Peer Health Education Training shall consist of the following required documentation: date; time; and location of

training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(d) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during Interventions Delivered to Groups. The risk assessment will include, but not limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, HIV status, and identified resources to assist clients in areas of need. Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

(e) Referrals: Contractor shall ensure that all persons of unknown HIV status are referred to HIV testing. At a minimum, documentation of this referral shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, signed and dated by staff member providing services.

(2) IDG Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality,

substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

(3) Minimum IDG Indicators: Contractor shall document the minimum Group-Level Intervention (IDG) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the IDG who were actually reached.

E. Community Level Interventions: For the purposes of the agreement, Community Level Interventions seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole,

rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

(1) Direct Services: During each term of this Agreement, Contractor may conduct the following services for CLIs as required in the Scope of Work:

(a) Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. The process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

(b) Community Forums: Community forums are CLIS in which information is provided to and elicited from the community.

(c) Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and local celebrations in communities that deliver public information to large numbers of people.

(d) Structural Interventions: This is an intervention designed to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

(e) Social Marketing: A CLI that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Material Review Process.

(2) CLI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

F. Health Communication/Public Information (HC/PI): For the purposes of the agreement, HC/PIs are the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for interventions with skills building component.

(1) Group Presentations: These are information-only activities conducted in group settings often call "one-shot" educational interventions. Group presentations differ from risk reduction counseling in that presentations lack a skills-building component. Group presentation

cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for HC/PIs as required in the Scope of Work:

(a) HC/PI sessions in group settings. Contractor shall ensure that documentation is maintained for HC/PI sessions. At a minimum documentation shall include: date of HC/PI session, location or site of session, and a summary of what was discussed during the session.

(b) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) HC/PI Staff Qualifications: At a minimum, each staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality,

substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid individuals providing services as described in Exhibit O-1, Scope of Work attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to: (1) job description of all positions funded under this Agreement; (2) staff résumé(s); (3) appropriate degrees and licenses; and (4) biographical

sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit O-1, Scope of Work attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. All direct service staff in this agreement shall have general training including, but not be limited to:

(1) HIV/AIDS Training: Training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) Training: Training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) Training: Training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Cultural/Diversity Sensitivity Training: Training will include at a minimum: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

(5) Substance Use and Crystal Methamphetamine Use Training: Training will include at a minimum: substance use trends, prevention and treatment, and association with HIV risk.

(6) Legal/Ethical Issues Training: Training will include at a minimum: confidentiality and limitations and boundaries of the paraprofessional role.

B. Outreach Staff Training: In addition to the aforementioned training, for all paid staff conducting outreach, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing outreach services. Staff training shall include, but not be limited to:

(1) Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area.

(2) Targeted Prevention Activity Training focused on conducting brief risk assessments and documenting referrals.

C. IDI Staff Training: In addition to the aforementioned training, for all paid staff conducting IDIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDI services. Staff training shall include, but not be limited to:

(1) Orientation to roles, limitations of responsibility, how and when to access supervision, how and when to utilize other service providers, client centered counseling, non-judgmental responding and empathetic listening.

(2) IDI Counseling skills such as boundary setting, active listening, and engagement strategies.

(3) Risk Assessment training including rapport building, survey administration, data gathering, and documentation.

D. IDG Staff Training: In addition to the aforementioned training, for all paid staff conducting IDGs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDG services. Staff training shall include, but not be limited to:

(1) Orientation to internal IDG policies and procedures; tracking systems; client follow-up procedure; recruitment and retention strategies; how and when to access supervision; how to utilize and refer clients to other available services.

(2) Curriculum Development - Contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

(3) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

(4) Risk Assessment: Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

E. CLI Staff Training: In addition to the aforementioned training, for all paid staff conducting CLIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing CLIs. Staff training shall include, but not be limited to:

(1) Orientation to CLI policies and procedures; event organizing; how to utilize and refer clients to other available services.

(2) Social Marketing Training including how to plan a campaign, develop strategy, evaluate campaign, and distribute social marketing materials.

F. HC/PI Staff Training: In addition to the aforementioned training, for all paid staff conducting HC/PI, contractor shall conduct or arrange at least 4 additional hours per year of appropriate staff training to assist staff with performing HC/PI services. Staff training shall include, but not be limited to:

(1) HC/PI policies and procedures; rapport building; recruitment strategies, health information and demonstration strategies, confidentiality and ethics, and knowledge of social services in the area.

(2) Facilitation skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding.

G. Contractor shall maintain documentation of staff training to include, but not be limited to: (1) date, length of time, and location of staff training; (2) training topic(s); and (3) name of attendees.

H. Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: (1) date, length of time, and location of staff training; (2) training topic(s); and (3) name of attendees.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HE/RR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Department of Public Health and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission, or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statutes, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

(i) Client's name, age, and sex;

(ii) Date and nature of event;

(iii) Disposition of the case; and

(iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A

numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

- (1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);
- (2) Implementation of the QM Program;
- (3) Client Feedback Process;
- (4) Client Grievance Process;
- (5) Incident Reporting; and
- (6) Random Chart Audit.

12. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exists or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

13. DATA COLLECTION SYSTEMS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) or any other data collection system as directed by the Director of OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and

software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper and envelopes.

(2) Contractor may seek assistance from OAPP Network Administrator for software installation if necessary, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

14. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE

ASSISTANCE SERVICES: Partner Counseling and Referral Services

(PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV.

Notified partners are offered or referred to HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as

needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff, as specified in Paragraph 14, Section B, shall provide linked referrals PCRS/DAS to HIV Positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PCRS/DAS to at least 90% of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide a linked referral to PCRS/DAS to at least 80% of all HIV-positive clients.

B. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staffs that have general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one program staff attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program. Program staff shall be chosen based on the following prioritized list:

- (a) HCT Counselors;
- (b) Medical Outpatient Providers;
- (c) Prevention Case Managers/Case Managers;
- (d) Health Educators;
- (e) Other Prevention Services Staff; and
- (f) Other Care Services Staff.

15. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials,

Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

16. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING

NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

17. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

18. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV/AIDS Health Education/Risk Reduction prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit O-1, Scope of Work attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

19. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SPECIFICATIONS**AIDS HEALTHCARE FOUNDATION****HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES****BEHAVIORAL RISK GROUPS:
MSM**

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	100%	0%	0%	0%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
12%	11%	30%	46%	1%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 31

AIDS HEALTHCARE FOUNDATION

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

MSM

MONTH-TO-MONTH EXTENSION

	<u>Budget Period</u> July 1, 2009 through <u>September 30, 2009</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0
MONTHLY MAXIMUM PAYMENT	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT P

AIDS HEALTHCARE FOUNDATION

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COUNSELING, TESTING, AND REFERRAL SERVICES AGREEMENT**

1. DEFINITION: HIV/AIDS counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling, and/or single-session counseling, and the provision of appropriate HIV risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. Such services shall be provided through storefront or non-clinic based community service providers.

2. PERSONS TO BE SERVED:

A. HIV/AIDS counseling, testing, and referral services shall be provided to men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men and are injection drug users (MSM/IDU), female injection drug users (F/IDU) and transgenders at sexual risk /transgender injection drug user (TSR/TIDU) who reside in Supervisorial Districts 1, 2, 3 and 5 within Service Planning Areas 2 and 4 within Los Angeles County (County), in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference. The population served through the program must serve a client population where more than 85% of the clients are classified as being part of the behavioral risk group.

B. The Contractor will target the aforementioned behavioral risk group(s) (BRG) as specified in the Scope of Work. The BRG model is based upon behavior versus population membership, recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives.

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior,

including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users: Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users: Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners: Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of

their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk.

3. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at: 6210 West Sunset Boulevard, Los Angeles, California, 90028; 8244 Santa Monica Boulevard, West Hollywood, 90046; 6241 Laurel Canyon Boulevard, North Hollywood, California, 91606 and other sites as approved by OAPP's Director or his designee(s).

Contractor shall submit in writing to OAPP's Director or designee all sites services will be conducted at least thirty (30) days before services will commence. Contractor shall request approval from OAPP's Director or designee in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s). Contractor shall also submit in writing to OAPP's Director or designee any request to conduct HIV/AIDS counseling, testing, and referral services at special locations or events at least thirty (30) days prior

to the event. OAPP reserves the right to approve or deny all requests/sites and will make such decisions based on the appropriateness of the request.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through September 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS counseling, testing, and referral services shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a fee-for-service basis not to exceed the monthly maximum as set forth in Schedule 32 as described in Attachments II and III. Contractor shall be reimbursed for HIV/AIDS counseling, testing, referral services, disclosure, follow-up, no-show follow-up, post-disclosure counseling and partner elicitation at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as they currently exist or as they are modified by OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: All billings by Contractor shall be in accordance with the following provisions:

A. Third-Party Billing: Contractor shall be responsible for billing and collecting payment from all third-party payors, including reimbursable Medi-Cal and Family Pact items for all HIV-related counseling, testing, and referral services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be considered payment in full, and shall not look to County for co-payments or deductibles. Additionally, Contractor shall not bill County for services or supplies which are reimbursable by another federal, State, or County grants or contracts.

7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV/AIDS counseling, testing, and referral services to persons in the targeted behavioral risk groups, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; California Office of AIDS (OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as adopted by the CDC and OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by OAPP. Additionally, Contractor must administer a minimum of 60 tests monthly and must realize an HIV positivity rate of 1.00% or

greater. Contractor shall provide such services as described in Exhibit P-1, Scope of Work attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and anonymous testing upon specific request by client.

B. Conduct an HIV risk assessment (minimum of twenty (20) minutes for non-rapid and rapid tests) that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS.

C. Provide a client-centered counseling session that engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following: (1) improve the client's self-perception of risk; (2) support behavior change previously accomplished or attempted by the client; (3) negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior; (4) support informed decision-making about whether to be tested; (5) obtain informed consent; and (6) review the nexus between HIV and STD infections and between alcohol and drug use. During this session, the counselors shall explain the following: (1) the differences and methods of non-rapid testing and rapid testing; (2) the process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results

including preliminary results in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing; and (3) relevant information regarding the window period. Counselors must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will: (1) ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing; (2) assess client's potential reaction to receiving a reactive rapid test; (3) ensure that the client completes an OAPP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by OAPP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from OAPP.

E. The Certified HIV Counselor shall review the client's OAPP-endorsed Counseling Information Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

F. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and categorization of the client in the low risk HIV-negative, high-risk HIV-negative and HIV-positive categories:

(1) Standard Counseling Clients (low risk HIV-negative clients), a minimum of fifteen (15) minutes shall be spent in the disclosure counseling session;

(2) Enhanced Counseling Clients (high-risk HIV-negative clients), a minimum of thirty (30) minutes shall be spent in the disclosure counseling session;

(3) Comprehensive Counseling Clients (clients testing HIV-positive), a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session;

(4) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session; (A) information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period; (B) the active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Counseling Referral Services (PCRS); (C) a written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

G. The Certified HIV Counselor shall provide post-disclosure counseling for high risk HIV-negative and HIV positive clients to provide additional client-

centered information, linked referrals, or clarification subsequent to the disclosure session. The session must be conducted within sixty (60) days of the disclosure.

Post-disclosure counseling can also serve as a confirmation of a preliminary HIV positive result conducted by a rapid HIV test. For clients testing preliminary positive through a rapid tests, the post-disclosure session shall be scheduled after a confirmatory and the disclosure of such has been provided. A minimum of twenty (20) minutes shall be spent in the post-disclosure counseling session, when provided.

H. The Certified HIV Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV/AIDS counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client behavioral risk group (BRG) and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of three (3) primary medical care providers shall be provided and any other linked referrals

appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-follow-up plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at OAPP.

I. Confirmatory Testing: All clients receiving a reactive (Preliminary Positive) OraQuick®, or other rapid test as approved by the Director, result should immediately have a specimen collected for a confirmatory test to confirm their HIV status. All clients consenting to test, will be asked for an additional confirmatory specimen, in the event that their rapid test is preliminary positive. A serum or oral fluid specimen will be collected from the client and sent to a laboratory for Western Blot confirmation.

8.. STAFFING REQUIREMENTS:

A. The HIV/AIDS counseling, testing and immune assessment, and referral services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Certified HIV Counselors must conduct a minimum of twelve (12) HIV counseling and testing sessions per month. Programs should obtain staff that has general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) as

required by OAPP. All HIV risk assessment and disclosure counseling sessions shall be conducted by Certified HIV Counselors trained by the CDPH-OA and/or OAPP.

B. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified.

Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

C. All HIV Certified Counselors providing direct services shall be sensitive to the needs of persons of diverse life experiences including: substance users, persons with mental illness, transgenders, multiple-diagnosed individuals, etc.

9. STAFF DEVELOPMENT AND TRAINING:

A. All Certified HIV Counselors must attend an approved five-day plus a two-day certification training and also attend an annual one-day State HIV re-certification training approved by OAPP.

B. In addition to certification and annual State re-certification training, Contractor shall conduct ongoing appropriate staff training. All staff is required to obtain a minimum of sixteen (16) hours of continuing education units (CEU) per each term of this Agreement in addition to the required re-certification training.

The required CEU training shall include, but is not limited to, Hepatitis A, B and C, STDs (including chlamydia, gonorrhea and syphilis), substance abuse including crystal methamphetamine use, and PCRS/DAS training.

C. All testing unit staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by OAPP under the guidelines of the State Department of Alcohol and Drug Programs.

D. Appropriate program staff, as defined in Paragraph 17, subparagraph K, shall be trained in PCRS/DAS as defined by requirements in Paragraph 17.

E. Contractor shall document training activities in the monthly report to OAPP. For the purpose of this Agreement, training documentation shall include, but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

F. The Program Director shall be appropriately trained and knowledgeable and demonstrate a high level of competency with respect to HIV/AIDS testing and counseling issues, STD and Hepatitis Screening, substance misuse, community referrals, educational services and general computer skills. The Program Director shall complete the CDPH-OA and/or OAPP's HIV Counselor Certification Training and/or comparable training as approved by OAPP.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report and, the STANDARD CLIENT LEVEL REPORTING Data for counseling and testing services no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required through the use of HIRS. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: the dates of the HIV risk assessment session and the disclosure session, signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to OAPP. A current list of

service providers for medical, psychosocial, and other referral resources shall be maintained.

Contractor shall maintain additional program records as follows: (A) letters of OAPP approval for all materials utilized by the program; (B) documentation of staff job descriptions, resumes, and certificates and/or letters of completion of HIV Counselor Certification Training, One-Day Re-certification Training, Rapid Testing Training, Phlebotomy Certification, and a PCRS certification, HIRS training, as well as, select STD and HIV training as needed or required; and (C) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluation of counselor knowledge, skills and competence to provide HIV/AIDS counseling, testing and referral services.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify

Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Department of Public Health and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or

executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission, or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statues, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

(i) Client's name, age, and sex;

(ii) Date and nature of event;

(iii) Disposition of the case; and

(iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

- (1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);
- (2) Implementation of the QM Program;
- (3) Client Feedback Process;
- (4) Client Grievance Process;
- (5) Incident Reporting; and
- (6) Random Chart Audit.

14. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently

exists or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

15. HIV/AIDS INFORMATION RESOURCES SYSTEM (HIRS):

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and

storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

16. HIV NAMES REPORTING REQUIREMENTS:

A. Each provider shall within seven (7) calendar days of receipt of a patient's confirmed HIV test from a laboratory, report the confirmed HIV test to the local Health Officer of the jurisdiction where the health care provider facility is located. The report shall consist of a completed copy of the HIV/AIDS Case Report form, including the patient's name.

B. HIV reporting to the local Health Officer, via submission of the HIV/AIDS Case Report, shall not supplant the reporting requirements when a patient's medical condition progresses from HIV infection to an Acquired Immunodeficiency Syndrome (AIDS) diagnosis.

C. A health care provider who receives notification from an out-of-state laboratory of confirmed HIV test for a California patient shall report the findings to the local Health Officer for the jurisdiction where the health care provider is located.

D. When a health care provider orders multiple HIV-related viral load tests for a patient, or receives multiple laboratory reports of a confirmed HIV test, the

health care provider shall be required to submit only one (1) HIV/AIDS Case Report, per patient, to the local Health Officer.

17. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE

ASSISTANCE SERVICES: Partner Counseling and Referral Services

(PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff as specified in Paragraph 17, Subparagraph B, shall provide PCRS/DAS to HIV positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. If necessary, pre-test and disclosure counseling shall follow Los

Angeles County guidelines for HIV Prevention Counseling as adopted by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in closed room or area that ensures client confidentiality. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Additionally, Contractor shall provide such services as described in Exhibit P-1, Scope of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PCRS/DAS to at least 90% of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide PCRS/DAS, upon acceptance by client, to at least 80% of all HIV-positive clients. Based on client's selection, PCRS/DAS shall include but not be limited to the following types of disclosure:

- (a) Provide coaching for self-referral;
- (b) Provide dual disclosure session;
- (c) Conduct elicitation interview; and
- (d) Referral for third party anonymous disclosure.

(3) Provide HIV counseling and testing services, upon acceptance by client, to at least 85% of partners of persons living with HIV. Individuals

who do not wish to receive counseling and testing will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; and marital status.

(4) Link to HIV medical care, and other care and prevention services, as necessary, at least 95% of newly diagnosed persons living with HIV, identified through PCRS/DAS.

B. Program staff, shall include but not be limited to: HIV Test Counselors; PCRS Liaisons; Health Educators; Prevention Case Managers; Case Managers; Disease Investigation Specialists (DIS) and/or Public Health Investigators (PHI), shall interview the original clients to begin the PCRS process. Prior to the interview, the program staff shall review all available materials related to the original client's case before each interview and counseling session. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

C. If the original client refuses PCRS/DAS, program staff shall collect information from the client regarding the reasons for refusal. Information regarding original client and contact acceptance and or refusal of PCRS services shall be documented in the medical chart or client file (when appropriate), and through the designated data collection instrument. PCRS services shall continue to be offered through subsequent interactions with the client throughout their continuum of care.

D. The client shall always have the option to defer action at the time of the elicitation interview. If possible, program staff shall obtain locating information on all partners and suspects, regardless of the option chosen, so program staff is prepared to follow up on partner notification activities. Local DIS officers shall work with DIS staff from other non Los Angeles County jurisdictions to provide identification, counseling and testing and notification to contacts that live out of Los Angeles County. Contractor shall be able to refer original clients to the local Sexually Transmitted Disease Program DIS officers for follow up and or delivery of PCRS/DAS services.

E. DEFINITION-Types of Disclosure: Per this agreement, the following definitions shall apply to the types of PCRS/DAS disclosure options:

(1) Self Disclosure - Self disclosure (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services. When self disclosure is chosen, the interviewer shall coach and/or role play the following: WHEN to do the notification-encouraging the client to notify partners promptly; WHERE to perform the notification-encouraging a private setting; HOW to tell the partner-coaching the client to avoid blame by stating in simple terms someone has tested positive, and because this person cares about the partner, he/she is encouraging the partner to seek examination and treatment; REACTION-asking the client how they think

the partner will react, or has reacted to difficult news in the past. This coaching and/or role-playing will help the client anticipate potential problems, especially in regard to loss of anonymity.

(2) Dual Disclosure: This method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting. Dual disclosure can occur in a variety of settings including counseling and testing sites, a client's home, or any confidential setting that is selected by the client and agreed to by the provider. The client discloses to the partner in the presence of the provider who answers questions, provides support, and offers immediate testing. Dual-disclosure is the preferred method for notification since it allows for verification that the partner has been notified and provides immediate access to the partner for the delivery of other needed services such as testing, counseling, support, and linkages into care as necessary.

(3) Anonymous Third Party Disclosure: Anonymous Third Party disclosure is a notification strategy where, with the consent of the original client, the DIS takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV. The DIS shall search health department open and closed records to determine whether the partner has ever been tested or treated for HIV and to seek additional locating information. If the partner has been previously tested and/or treated, the

DIS shall determine whether notification is still warranted. Notification may not be needed if the partner has been recently tested or counseled and is aware of his or her sero-positive status. If notification is needed, the program staff can use the information provided by the original client or by record search to locate and refer the partner for prevention counseling, testing, and examination. Once the partner has been located, the program staff informs him or her confidentially and privately of the possibility of his or her exposure to HIV. Information leading to the identity of the original client must never be revealed to the partner.

F. Client Defers Action: If the client does not feel comfortable using anonymous third party disclosure, the Program staff shall work with the client to develop a plan for future disclosure. For those clients that still refuse to go forward with the interview, the program staff shall collect the client's reason for refusal of PCRS/DAS.

G. Partner Elicitation: Once the client has chosen a method of partner notification, the program staff shall initiate the session. If the client is resistant to the elicitation interview process, the program staff shall attempt to determine the reason(s) behind this unwillingness to cooperate and then address each issue, using motivational techniques such as: mode of transmission, confidentiality, asymptomatic nature of disease, consequences, social responsibility, and stigma associated with HIV. An interview shall not be conducted with a third party present, even at the client's request, unless it is for reasons of auditing program

staff performance or translation. Upon refusal of PCRS/DAS services, information shall be provided to the original client on where they can receive PCRS/DAS services if they change their mind in the future. Also, PCRS/DAS services shall be offered on a continual basis as the client seeks prevention, medical, mental health and/or social services.

H. Confidentiality: Minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved. This includes counseling partners in a private setting; trying to notify exposed partners face-to-face; never revealing the name of the original client to the partner; not leaving verbal messages that include HIV on answering machines; not leaving written messages that include any mention of HIV; not giving confidential information to third parties (roommates, neighbors, parents, spouses, children).

I. Linkage to care: For all partners who are identified as HIV-positive, Contractor shall track medical and psychosocial referrals and follow-through. A Linked Referral is the direction of a client to a specific service as indicated by the

risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

J. Documentation: Contractor will utilize the PCRS/DAS data collection form and/or HIRS as directed by OAPP to document all PCRS/DAS services provided. For the three types of disclosure aforementioned, the PCRS/DAS data collection form indicating the option selected by the client must be completed and remain on file at the agency as well as submitted to the sexually transmitted disease program as indicated.

K. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staff that has general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one certified HIV counselor attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program.

18. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials,

Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

19. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING

NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

20. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

21. HIV/STD INTEGRATION: If agreed by both the Contractor and OAPP, the Contractor may be asked by OAPP to coordinate sexually transmitted disease testing with the HIV Counseling and Testing services under this agreement. This additional service will be coordinated with Los Angeles County Sexually Transmitted Disease Programs.

22. HIV INCIDENCE SURVEILLANCE: The Contractor may be asked by OAPP to coordinate HIV incidence surveillance activities with the Los Angeles County HIV Epidemiology Program.

23. RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY: The Contractor may be asked by OAPP to participate in the Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkages to Care Research Study. Both the County and the Contractor must agree for participation in this study. The project's goal is to advance current HIV testing algorithms and strategies to determine the feasibility of implementing a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and

linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test is used as a confirmatory test for discordance. If both the County and the Contractor agree that the Contractor will participate, Contractor shall provide HIV rapid testing, screening, education and referral services as described in the "Use of HIV Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care Protocol and Procedures Manual". Services beyond the requirements described in this exhibit will be reimbursed on the reimbursement schedule as approved by the Director of OAPP.

24. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit P-1, Scope of Work attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SPECIFICATIONS**AIDS HEALTHCARE FOUNDATION****HIV/AIDS COUNSELING, TESTING, IMMUNE ASSESSMENT
AND REFERRAL SERVICES****BEHAVIORAL RISK GROUPS:
MSM, MSM/W, MSM/IDU, WSR, TSR/TIDU**

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	37.5%	0%	62.5%	0%	0%	0%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
12%	11%	30%	46%	1%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 32

AIDS HEALTHCARE FOUNDATION

**HIV/AIDS COUNSELING, TESTING, IMMUNE ASSESSMENT
AND REFERRAL SERVICES**

MONTH-TO-MONTH EXTENSION

Budget Period
July 1, 2009
through
September 30, 2009

Maximum Monthly Payment	\$	0
Maximum Fee-For-Service Obligation*	\$	0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

*Fee-For-Service includes a 10% administrative cost.

NON-RAPID HIV TESTING

Table 1. Anonymous Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	-0-
Partner Referral/Notification	-0-	-0-	-0-
Administrative Fee	\$ 2.00	\$ 2.00	\$ 2.00
TOTAL	\$40.00	\$92.00	\$170.00

Table 2. Confidential Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	\$10.00	\$29.00
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	\$20.00
Partner Referral/Notification	-0-	-0-	\$25.00
Administrative Fee	\$ 2.00	\$ 2.00	\$2.00
TOTAL	\$40.00	\$102.00	\$244.00

Contractor will be reimbursed for HIV/AIDS counseling, testing and immune assessment services at the State and/or OAPP approved reimbursement rates up to the maximum amount indicated in this Schedule. Reimbursement rates up to the maximum amount indicated in this Schedule

RAPID TESTING

Table 1. Rapid Testing for Low and High Risk Negatives

HIV SERVICES	Low Risk Clients	High Risk Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00
HIV Test/Screening	-0-	-0-
Disclosure Counseling	\$ 5.00	\$38.00
Referral Counseling	-0-	\$12.00
No-Show and Follow-up	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00
Partner Counseling & Elicitation Interview	-0-	-0-
Partner Referral/Notification	-0-	-0-
Administrative Fee	\$ 2.00	\$ 2.00
TOTAL	\$30.00	\$97.00

Table 2. Rapid Testing for HIV Positive and Inconclusive Clients

HIV SERVICES	HIV Positive and Inconclusive Clients
Risk Assessment/Prevention Counseling	\$25.00
HIV Test/Screening	\$45.00
Disclosure Counseling	\$56.00
Referral Counseling	\$22.00
No-Show and Follow-up (Confidential Testing)	\$29.00
Post-Disclosure Counseling	\$25.00
Partner Counseling & Elicitation Interview	\$20.00
Partner Referral/Notification	\$25.00
Administrative Fee	\$ 2.00
TOTAL	\$224.00

EXHIBIT Q

AIDS HEALTHCARE FOUNDATION

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY
SYNDROME (AIDS), SEXUALLY TRANSMITTED DISEASE (STD),
MOBILE COUNSELING, TESTING, SCREENING, EDUCATIONAL
AND REFERRAL SERVICES**

1. DEFINITION: Mobile HIV/AIDS, STD, counseling, testing, screening, education and referral services are provided to adults whose infection would likely be undetected and untreated without these services. The project's goal is to identify, educate and provide referrals to persons at high-risk for HIV and STD. Counseling, testing, screening, education and referral services provide pre- and post-test counseling for HIV and STD. OAPP will support STD testing through this Agreement, provided funds are secured from the Los Angeles County Sexually Transmitted Disease Programs. Screening for STDs is limited to syphilis, gonorrhea and chlamydia for targeted Behavioral Risk Groups (BRG). Linked referrals are provided to appropriate health and social services as needed by client, and the provision of appropriate HIV and STD risk reduction intervention based on client's risk assessment. Such services shall be provided through a mobile testing unit (MTU). For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. Mobile HIV/AIDS, STD, counseling, testing, screening, educational and referral services are provided free of charge and on a confidential or anonymous

basis. STD screenings are done on a confidential basis only. HIV screening in conjunction with STD screening must be confidential only.

2. PERSONS TO BE SERVED:

A. HIV/AIDS counseling, testing, and referral services shall be provided to men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men and are injection drug users (MSM/IDU), female injection drug users (F/IDU) and transgenders at sexual risk /transgender injection drug user (TSR/TIDU) who reside in Supervisorial Districts 1, 2, 3 and 4 within Service Planning Areas 4, 5 and 6 within Los Angeles County (County), in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference. The population served through the program must serve a client population where more than 85% of the clients are classified as being part of the behavioral risk group.

B. The Contractor will target the aforementioned behavioral risk group(s) (BRG) as specified in the Scope of Work. The BRG model is based upon behavior versus population membership, recognizing that it is a person's behavior that places him or her at risk for HIV infection. The seven prioritized BRGs in Los Angeles County include men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men who are also injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR) and their partners, and transgenders at sexual risk/transgender injection drug

users(TSR/TIDU) and their partners. All risk behaviors must be disclosed by the client and not assumed by agency staff. Additional priority populations include persons living with HIV/AIDS (PLWH/A), Youth (persons 24 years of age or younger), and American Indians/Alaskan Natives.

(1) Men who have sex with men (MSM): Men who engage in insertive or receptive sexual behavior, including anal or oral sex, with men, irrespective of sexual identity.

(2) Men who have sex with men and women (MSM/W): Men who engage in insertive or receptive sexual behavior, including anal, vaginal, or oral sex, with men and women, irrespective of sexual identity.

(3) Men who have sex with men who are also injection drug users (MSM/IDU): Men who engage in insertive or receptive sexual behavior, including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users: Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users: Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners: Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male

partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of their lives as men whether or not they have had surgical procedures to alter their genitalia. Behavioral risks for transgenders include engaging in vaginal, oral, or anal sex with an HIV-positive partner, a male partner who has sex with other men, a partner who injects drugs or other substances, a partner who is a sex worker, a transgender partner, or multiple male partners (three or more). In addition transgenders who engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, have sex while using non-injection drugs, or inject drugs or other substances are also considered to be at risk.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 1300 Scott Avenue, Los Angeles, CA 90026 and other sites as approved by OAPP's Director or his designee(s).

Contractor shall submit in writing to OAPP's Director or designee all sites services will be conducted at least thirty (30) days before services will commence. Contractor shall request approval from OAPP's Director or designee in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s). Contractor shall also submit in writing to OAPP's Director or designee any request to conduct mobile HIV/AIDS counseling, testing, and referral services at special locations or events at least thirty (30) days prior to the event. OAPP reserves the right to approve or deny all requests/sites and will make such decisions based on the appropriateness of the request.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through September 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS counseling, testing, and referral services shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 33 and 34. Contractor shall be reimbursed for Mobile HIV/AIDS, STD, Hepatitis counseling,

testing, screening, education and referral services at the State of California, Office of AIDS, and OAPP approved reimbursement rates as they currently exist or as they are modified by the State and/or OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the FEE-FOR-SERVICE AND COST REIMBURSEMENT Paragraphs of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: All billings by Contractor shall be in accordance with the following provisions:

A. Third-Party Billing: Contractor shall be responsible for billing and collecting payment from all third-party payors, including reimbursable Medi-Cal and Family Pact items for all HIV-related counseling, testing, and referral services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be considered payment in full, and shall not look to County for co-payments or deductibles. Additionally, Contractor shall not bill County for services or supplies which are reimbursable by another federal, State, or County grants or contracts.

7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide mobile HIV/AIDS, STD, counseling, testing, screening, education and referral services to persons at high-risk for infection with HIV, STD and in

accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as adopted by the Centers for Disease Control and Prevention and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area.

Minimum services to be provided shall include, but shall not be limited to, the following:

A. Provide anonymous and confidential testing upon specific request by client.

B. Conduct an HIV, STD and risk assessment (minimum of twenty (20) minutes) that assists the client in identifying the specific risk behaviors that place them at risk.

C. Provide a client-centered counseling session that engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV, STD and Hepatitis. The client-centered counseling session should accomplish the following: (1) improve the client's self-perception of risk; (2) support behavior change previously accomplished or attempted by the client; (3) negotiate a workable short-term and long-term risk reduction plan

based on the client's perceived ability to change his or her behavior; (4) support informed decision-making about whether to be tested; (5) obtain informed consent; and 6) review the nexus between HIV, STD and infections. The Contractor shall fully collect client demographic information using the designated reporting form as provided by OAPP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. Provide an FDA-approved HIV-antibody screen/test to determine the presence of HIV antibodies, and, if providing HIV/STD integration services, STD and Hepatitis screening to determine the presence of STD and/or Hepatitis virus. The provision of screening procedures shall be preceded by a review with the client of the following areas: (1) information regarding risks and benefits of the HIV-antibody test and STD and Hepatitis screens; (2) an explanation of the meaning of the respective test results; (3) an explanation of the respective testing procedures; (4) information on the importance of returning for test results; (5) a review of the HIV-antibody window period; and (6) completion of OAPP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations.

E. The HIV Certified and trained STD/Counselor (Counselor) shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests, STD and screening may be performed. All specimens/samples shall be delivered and processed by a State-

approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from OAPP. OAPP's approval will be dependent on the approval of CDPH-OA and the needs of the program.

F. Conduct a client-centered disclosure counseling session that serves to provide the client with their results and that integrates the test result in a meaningful and productive manner based on their reported risk factors and consistent with their risk reduction efforts. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985.

G. The Counselor reviewing the client's Counseling Information Form shall precede the disclosure session. The Counselor personalizing and framing the session to the client to establish a comfortable setting by describing disclosure session steps shall precede the disclosure event. The Counselor shall disclose the results, review the medical interpretation of the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and recent risk behaviors. The Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others.

H. The client-centered disclosure counseling session parameters are as follows:

(1) Standard Counseling Clients (low risk HIV-negative clients), a minimum of fifteen (15) minutes shall be spent in the disclosure counseling session.

(2) Enhanced Counseling Clients (high-risk HIV-negative clients), a minimum of thirty (30) minutes shall be spent in the disclosure counseling session.

(3) Comprehensive Counseling Clients (clients testing HIV-positive or positive for STD or Hepatitis B or C), a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session

(4) For clients testing HIV-positive or positive for STDs or Hepatitis B or C, these additional topics shall be covered and conducted in the disclosure session; a) information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period; b) the active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Counseling Referral Services (PCRS); c) a written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed; d) the risk associated with HIV transmission and STDs.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV/STD Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985.

J. The Certified HIV Counselor shall provide post-disclosure counseling for high risk HIV-negative and HIV positive clients to provide additional client-centered information, linked referrals, or clarification subsequent to the disclosure session. The session must be conducted within sixty (60) days of the disclosure. Post-disclosure counseling can also serve as a confirmation of a preliminary HIV positive result conducted by a rapid HIV test. For clients testing preliminary positive through a rapid tests, the post-disclosure session shall be scheduled after a confirmatory and the disclosure of such has been provided. A minimum of twenty (20) minutes shall be spent in the post-disclosure counseling session, when provided.

K. The Certified HIV/STD Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For

the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV/AIDS counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client behavioral risk group (BRG) and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of three (3) primary medical care providers shall be provided and any other linked referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-follow-up plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at OAPP.

L. Confirmatory Testing: All clients receiving a reactive (Preliminary Positive) OraQuick®, or other rapid test as approved by the Director, result should immediately have a specimen collected for a confirmatory test to confirm

their HIV status. All clients consenting to test, will be asked for an additional confirmatory specimen, in the event that their rapid test is preliminary positive. A serum or oral fluid specimen will be collected from the client and sent to a laboratory for Western Blot confirmation.

8. STAFFING REQUIREMENTS:

A. Mobile HIV/AIDS, STD, counseling, testing, screening, and education and referral services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Certified HIV/STD Counselors must conduct a minimum of twelve (12) HIV counseling and testing sessions per month. Programs should obtain staff that have general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) as required by OAPP. All HIV risk assessment and disclosure counseling sessions shall be conducted by Certified HIV Counselors trained by the CDPH-OA and/or OAPP.

B. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety. Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

C. All HIV Certified Counselors providing direct services shall be sensitive to the needs of persons of diverse life experiences including: substance users, persons with mental illness, transgenders, multiple-diagnosed individuals, etc.

9. STAFF DEVELOPMENT AND TRAINING:

A. All Certified HIV Counselors must attend an approved five-day plus a two-day certification training and also attend an annual one-day State HIV re-certification training approved by OAPP.

B. In addition to certification and annual State re-certification training, Contractor shall conduct ongoing appropriate staff training. All staff is required to obtain a minimum of sixteen (16) hours of continuing education units (CEU) per each term of this Agreement in addition to the required re-certification training. The required CEU training shall include, but is not limited to, Hepatitis A, B and C, STDs (including chlamydia, gonorrhea and syphilis), substance abuse including crystal methamphetamine use, and PCRS training.

C. All testing unit staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by OAPP under the guidelines of the State Department of Alcohol and Drug Programs.

D. Appropriate program staff, as defined in Paragraph 17, subparagraph K, shall be trained in PCRS/DAS as defined by requirements in Paragraph 17.

E. Contractor shall document training activities in the monthly report to OAPP. For the purpose of this Agreement, training documentation shall include,

but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

F. The Program Director shall be appropriately trained and knowledgeable and demonstrate a high level of competency with respect to HIV/AIDS testing and counseling issues, STD and Hepatitis Screening, substance misuse, community referrals, educational services and general computer skills. The Program Director shall complete the CDPH-OA and/or OAPP's HIV Counselor Certification Training and/or comparable training as approved by OAPP.

10.. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report and, the STANDARD CLIENT LEVEL REPORTING Data for counseling and testing services no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required through the use of HIRS. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in

detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: the dates of the HIV risk assessment session and the disclosure session, signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to OAPP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained.

Contractor shall maintain additional program records as follows: (A) letters of OAPP approval for all materials utilized by the program; (B) documentation of staff job descriptions, resumes, and certificates and/or letters of completion of HIV Counselor Certification Training, One-Day Re-certification Training, Rapid Testing Training, Phlebotomy Certification, and a PCRS certification, HIRS training, as well as, select STD and HIV training as needed or required; and (C) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluation of counselor knowledge, skills and competence to provide Mobile HIV/AIDS, STD, counseling, testing, screening, and education and referral services.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Department of Public Health and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

- (1) Identify leadership and accountability of the medical director or executive director of the program.
- (2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.
- (3) Focus on linkages to care and support services.
- (4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

(1) Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

(2) QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

(3) Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PSDA), Chronic Care Model, Joint Commission, or 10-Step model, etc.

(4) Implementation of QM Program:

(a) Measurement of Quality Indicators: Collection and analysis of data measured from specific OAPP selected indicators.

(b) Development of Data Collection Method: To include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM

committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(7) Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(a) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statutes, and regulations. Events reported shall include the following:

(b) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to

include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(c) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(d) In addition, a written report containing the following:

(i) Client's name, age, and sex;

(ii) Date and nature of event;

(iii) Disposition of the case; and

(iv) Staffing pattern at the time of the incident.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

(1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);

(2) Implementation of the QM Program;

(3) Client Feedback Process;

- (4) Client Grievance Process;
- (5) Incident Reporting; and
- (6) Random Chart Audit.

14. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exists or as it is modified in the future. The Guidance is also available in the internet at www.cdc.gov/hiv/eval.htm.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volume 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

15. HIV/AIDS INFORMATION RESOURCES SYSTEM (HIRS):

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher;

simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Public Health-Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

16. HIV NAMES REPORTING REQUIREMENTS:

A. Each provider shall within seven (7) calendar days of receipt of a patient's confirmed HIV test from a laboratory, report the confirmed HIV test to the local Health Officer of the jurisdiction where the health care provider facility is located. The report shall consist of a completed copy of the HIV/AIDS Case Report form, including the patient's name.

B. HIV reporting to the local Health Officer, via submission of the HIV/AIDS Case Report, shall not supplant the reporting requirements when a patient's medical condition progresses from HIV infection to an Acquired Immunodeficiency Syndrome (AIDS) diagnosis.

C. A health care provider who receives notification from an out-of-state laboratory of confirmed HIV test for a California patient shall report the findings to the local Health Officer for the jurisdiction where the health care provider is located.

D. When a health care provider orders multiple HIV-related viral load tests for a patient, or receives multiple laboratory reports of a confirmed HIV test, the health care provider shall be required to submit only one (1) HIV/AIDS Case Report, per patient, to the local Health Officer.

17. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE

ASSISTANCE SERVICES: Partner Counseling and Referral Services

(PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff as specified in Paragraph 17, Subparagraph B, shall provide PCRS/DAS to HIV positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and

Prevention (CDC); consistent with California law; California Department of Public Health CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH)- Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. If necessary, pre-test and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as adopted by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in closed room or area that ensures client confidentiality. All PCRS/DAS shall follow the CDC guidance on HIV PCRS/DAS. Additionally, Contractor shall provide such services as described in Exhibit Q-1, Scope of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

- (1) Offer PCRS/DAS to at least 90% of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PCRS/DAS will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; marital status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

- (2) Provide PCRS/DAS, upon acceptance by client, to at least 80% of all HIV-positive clients. Based on client's selection, PCRS/DAS shall include but not be limited to the following types of disclosure:

- (a) Provide coaching for self-referral;
- (b) Provide dual disclosure session;
- (c) Conduct elicitation interview; and
- (d) Referral for third party anonymous disclosure.

(3) Provide HIV counseling and testing services, upon acceptance by client, to at least 85% of partners of persons living with HIV. Individuals who do not wish to receive counseling and testing will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; and marital status.

(4) Link to HIV medical care, and other care and prevention services, as necessary, at least 95% of newly diagnosed persons living with HIV, identified through PCRS/DAS.

B. Program staff, who shall include but not be limited to: HIV Test Counselors; PCRS Liaisons; Health Educators; Prevention Case Managers; Case Managers; Disease Investigation Specialists (DIS) and/or Public Health Investigators (PHI), shall interview the original clients to begin the PCRS process. Prior to the interview, the program staff shall review all available materials related to the original client's case before each interview and counseling session. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

C. If the original client refuses PCRS/DAS, program staff shall collect information from the client regarding the reasons for refusal. Information regarding original client and contact acceptance and or refusal of PCRS services shall be documented in the medical chart or client file (when appropriate), and through the designated data collection instrument. PCRS services shall continue to be offered through subsequent interactions with the client throughout their continuum of care.

D. The client shall always have the option to defer action at the time of the elicitation interview. If possible, program staff shall obtain locating information on all partners and suspects, regardless of the option chosen, so program staff is prepared to follow up on partner notification activities. Local DIS officers shall work with DIS staff from other non Los Angeles County jurisdictions to provide identification, counseling and testing and notification to contacts that live out of Los Angeles County. Contractor shall be able to refer original clients to the local Sexually Transmitted Disease Program DIS officers for follow up and or delivery of PCRS/DAS services.

E. DEFINITION-Types of Disclosure: Per this agreement, the following definitions shall apply to the types of PCRS/DAS disclosure options:

(1) Self Disclosure - Self disclosure (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services. When self

disclosure is chosen, the interviewer shall coach and/or role play the following: WHEN to do the notification-encouraging the client to notify partners promptly; WHERE to perform the notification-encouraging a private setting; HOW to tell the partner-coaching the client to avoid blame by stating in simple terms someone has tested positive, and because this person cares about the partner, he/she is encouraging the partner to seek examination and treatment; REACTION-asking the client how they think the partner will react, or has reacted to difficult news in the past. This coaching and/or role-playing will help the client anticipate potential problems, especially in regard to loss of anonymity.

(2) Dual Disclosure: This method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting. Dual disclosure can occur in a variety of settings including counseling and testing sites, a client's home, or any confidential setting that is selected by the client and agreed to by the provider. The client discloses to the partner in the presence of the provider who answers questions, provides support, and offers immediate testing. Dual-disclosure is the preferred method for notification since it allows for verification that the partner has been notified and provides immediate access to the partner for the delivery of other needed services such as testing, counseling, support, and linkages into care as necessary.

(3) Anonymous Third Party Disclosure: Anonymous Third Party disclosure is a notification strategy where, with the consent of the original client, the DIS takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV. The DIS shall search health department open and closed records to determine whether the partner has ever been tested or treated for HIV and to seek additional locating information. If the partner has been previously tested and/or treated, the DIS shall determine whether notification is still warranted. Notification may not be needed if the partner has been recently tested or counseled and is aware of his or her sero-positive status. If notification is needed, the program staff can use the information provided by the original client or by record search to locate and refer the partner for prevention counseling, testing, and examination. Once the partner has been located, the program staff informs him or her confidentially and privately of the possibility of his or her exposure to HIV. Information leading to the identity of the original client must never be revealed to the partner.

F. Client Defers Action: If the client does not feel comfortable using anonymous third party disclosure, the Program staff shall work with the client to develop a plan for future disclosure. For those clients that still refuse to go forward with the interview, the program staff shall collect the client's reason for refusal of PCRS/DAS.

G. Partner Elicitation: Once the client has chosen a method of partner notification, the program staff shall initiate the session. If the client is resistant to the elicitation interview process, the program staff shall attempt to determine the reason(s) behind this unwillingness to cooperate and then address each issue, using motivational techniques such as: mode of transmission, confidentiality, asymptomatic nature of disease, consequences, social responsibility, and stigma associated with HIV. An interview shall not be conducted with a third party present, even at the client's request, unless it is for reasons of auditing program staff performance or translation. Upon refusal of PCRS/DAS services, information shall be provided to the original client on where they can receive PCRS/DAS services if they change their mind in the future. Also, PCRS/DAS services shall be offered on a continual basis as the client seeks prevention, medical, mental health and/or social services.

H. Confidentiality: Minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved. This includes counseling partners in a

private setting; trying to notify exposed partners face-to-face; never revealing the name of the original client to the partner; not leaving verbal messages that include HIV on answering machines; not leaving written messages that include any mention of HIV; not giving confidential information to third parties (roommates, neighbors, parents, spouses, children).

I. Linkage to care: For all partners who are identified as HIV-positive, Contractor shall track medical and psychosocial referrals and follow-through. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

J. Documentation: Contractor will utilize the PCRS/DAS data collection form and/or HIRS as directed by OAPP to document all PCRS/DAS services provided. For the three types of disclosure aforementioned, the PCRS/DAS data collection form indicating the option selected by the client must be completed and remain on file at the agency as well as submitted to the sexually transmitted disease program as indicated.

K. Additional Staffing Requirements: Partner Counseling and Referral Services/Disclosure Assistance Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Programs should obtain staff that has general computer skills that will allow them to input

data into the HIV Information Reporting System (HIRS) or another data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one certified HIV counselor attends the PCRS/DAS training provided by OAPP and/or the State PCRS Program.

18. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

19. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING

NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

20. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

21. HIV/STD INTEGRATION: If agreed by both the Contractor and OAPP, the Contractor may be asked by OAPP to coordinate sexually transmitted disease testing with the HIV Counseling and Testing services under this agreement. This additional service will be coordinated with Los Angeles County Sexually Transmitted Disease Programs.

22. HIV INCIDENCE SURVEILLANCE: The Contractor may be asked by OAPP to coordinate HIV incidence surveillance activities with the Los Angeles County HIV Epidemiology Program.

23. RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY: The Contractor may be asked by OAPP to participate in the Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkages to Care Research Study. Both the County and the Contractor must agree for participation in this study. The project's goal is to advance current HIV testing algorithms and strategies to determine the feasibility of implementing a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test is used as a confirmatory test for discordance. If both the County and the Contractor agree that the Contractor will participate, Contractor shall provide HIV rapid testing, screening, education and referral services as described in the "Use of HIV Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care Protocol and Procedures Manual". Services beyond the requirements described in this exhibit will be reimbursed on the reimbursement schedule as approved by the Director of OAPP.

24. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit Q-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SPECIFICATIONS**AIDS HEALTHCARE FOUNDATION****HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS), SEXUALLY TRANSMITTED DISEASE (STD), MOBILE COUNSELING, TESTING, SCREENING, EDUCATIONAL AND REFERRAL SERVICES****BEHAVIORAL RISK GROUPS:
MSM, MSM/W, MSM/IDU, F/IDU and TSR/TIDU**

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	33.3%	33.3%	33.3%	0%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
12%	11%	30%	46%	1%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 33

AIDS HEALTHCARE FOUNDATION

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS), SEXUALLY TRANSMITTED DISEASE (STD), MOBILE COUNSELING, TESTING, SCREENING, EDUCATIONAL AND REFERRAL SERVICES

MONTH-TO-MONTH EXTENSION

Budget Period
July 1, 2009
through
September 30, 2009

Maximum Monthly Payment	\$	0
Maximum Fee-For-Service Obligation*	\$	0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the FEE-FOR-SERVICE REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

*Fee-For-Service includes a 10% administrative cost.

SCHEDULE 34

AIDS HEALTHCARE FOUNDATION

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS), SEXUALLY TRANSMITTED DISEASE (STD), MOBILE COUNSELING, TESTING, SCREENING, EDUCATIONAL AND REFERRAL SERVICES

MTU OPERATING COSTS

MONTH-TO-MONTH EXTENSION

	<u>Budget Period</u> July 1, 2009 through <u>September 30, 2009</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0
MONTHLY MAXIMUM PAYMENT	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budget.

NON-RAPID HIV TESTING

Table 1. Anonymous Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	-0-
Partner Referral/Notification	-0-	-0-	-0-
Administrative Fee	\$ 2.00	\$ 2.00	\$ 2.00
TOTAL	\$40.00	\$92.00	\$170.00

Table 2. Confidential Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	\$10.00	\$29.00
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	\$20.00
Partner Referral/Notification	-0-	-0-	\$25.00
Administrative Fee	\$ 2.00	\$ 2.00	\$2.00
TOTAL	\$40.00	\$102.00	\$244.00

Contractor will be reimbursed for HIV/AIDS counseling, testing and immune assessment services at the State and/or OAPP approved reimbursement rates up to the maximum amount indicated in this Schedule. Reimbursement rates up to the maximum amount indicated in this Schedule.

RAPID TESTING

Table 1. Rapid Testing for Low and High Risk Negatives

HIV SERVICES	Low Risk Clients	High Risk Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00
HIV Test/Screening	-0-	-0-
Disclosure Counseling	\$ 5.00	\$38.00
Referral Counseling	-0-	\$12.00
No-Show and Follow-up	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00
Partner Counseling & Elicitation Interview	-0-	-0-
Partner Referral/Notification	-0-	-0-
Administrative Fee	\$ 2.00	\$ 2.00
TOTAL	\$30.00	\$97.00

Table 2. Rapid Testing for HIV Positive and Inconclusive Clients

HIV SERVICES	HIV Positive and Inconclusive Clients
Risk Assessment/Prevention Counseling	\$25.00
HIV Test/Screening	\$45.00
Disclosure Counseling	\$56.00
Referral Counseling	\$22.00
No-Show and Follow-up (Confidential Testing)	\$29.00
Post-Disclosure Counseling	\$25.00
Partner Counseling & Elicitation Interview	\$20.00
Partner Referral/Notification	\$25.00
Administrative Fee	\$ 2.00
TOTAL	\$224.00

EXHIBIT R

AIDS HEALTHCARE FOUNDATION

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COUNSELING, TESTING, AND REFERRAL SERVICES AGREEMENT

1. DEFINITION: HIV/AIDS counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling, and/or single-session counseling, and the provision of appropriate HIV risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. Such services shall be provided through storefront or non-clinic based community service providers.

2. PERSONS TO BE SERVED:

A. HIV/AIDS counseling, testing, and referral services shall be provided to men who have sex with men (MSM), men who have sex with men and women (MSM/W), men who have sex with men and are injection drug users (MSM/IDU), heterosexual men who are injection drug users (HM/IDU), female injection drug users (F/IDU), women at sexual risk (WSR), and transgenders at sexual risk/transgenders who are injection drug users (TSR/TIDU) who reside in Supervisorial Districts 1 and 3 and other areas within Los Angeles County, in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference. The population served through the program must serve a client population where more than 85% of the clients are classified as being part of the behavioral risk group.

including anal and oral sex, with men and who report a history of injection drug use.

(4) Heterosexual men who are injection drug users: Men who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(5) Females who are injection drug users: Females who inject drugs (e.g. heroin, methamphetamine) or other substances (e.g. steroids, vitamins) either intravenously or subcutaneously.

(6) Women at sexual risk and their partners: Women who engage in vaginal, oral, or anal sex with an HIV-positive male partner, a male partner who has sex with other men, a male partner who injects drugs or other substances, a male partner who is a sex worker, a transgender partner or multiple male partners. Multiple partners is defined as three or more partners. Women are also at sexual risk if they engage in anal receptive sex, have a history of a sexually transmitted disease, exchange sex for drugs, money or other items, or have sex while using non-injection drugs.

(7) Transgenders at sexual risk/transgender injection drug users (TSR/TIDU) and their partners: Persons who adopt a gender identity that is different from their biological sex (e.g. biological male who identifies as a woman). The term transgender includes biological males who live all or part of their lives as women and biological females who live all or part of

writing to OAPP's Director or designee any request to conduct HIV/AIDS counseling, testing, and referral services at special locations or events at least thirty (30) days prior to the event. OAPP reserves the right to approve or deny all requests/sites and will make such decisions based on the appropriateness of the request.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through September 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS counseling, testing, and referral services shall not exceed {ENTER ALLOCATION HERE IN WORDS} Dollars (\$ENTER NUMERICAL ALLOCATION).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and fee-for-service basis not to exceed the monthly maximum as set forth in Schedules 35 and 36 and as described in Attachments II and III. Contractor shall be reimbursed for HIV/AIDS counseling, testing, referral services, disclosure, follow-up, no-show follow-up, post-disclosure counseling and partner elicitation at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as they currently exist or as they are modified by OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT AND FEE-FOR-SERVICE REIMBURSEMENT Paragraphs of this Agreement. Invoices and cost reports

follow Los Angeles County guidelines for HIV Prevention Counseling as adopted by the CDC and OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by OAPP. Additionally, Contractor must administer a minimum of 60 tests monthly and must realize an HIV positively rate of 1.00% or greater. Contractor shall provide such services as described in Exhibit R-1, Scope of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. Conduct an HIV risk assessment (minimum of twenty (20) minutes for non-rapid and rapid tests) that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS.

C. Provide a client-centered counseling session that engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following: (1) improve the client's self-perception of risk; (2) support behavior change previously accomplished or attempted by the client; (3) negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior; (4) support informed decision-making about whether to be tested; (5) obtain informed consent; and (6) review the nexus between HIV and STD infections and between alcohol and drug

Contractor shall fully collect client demographic information using the designated reporting form as provided by OAPP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from OAPP.

E. The Certified HIV Counselor shall review the client's OAPP-endorsed Counseling Information Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

F. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California

assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

G. The Certified HIV Counselor shall provide post-disclosure counseling for high risk HIV-negative and HIV positive clients to provide additional client-centered information, linked referrals, or clarification subsequent to the disclosure session. The session must be conducted within sixty (60) days of the disclosure.

Post-disclosure counseling can also serve as a confirmation of a preliminary HIV positive result conducted by a rapid HIV test. For clients testing preliminary positive through a rapid tests, the post-disclosure session shall be scheduled after a confirmatory and the disclosure of such has been provided. A minimum of twenty (20) minutes shall be spent in the post-disclosure counseling session, when provided.

H. The Certified HIV Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV/AIDS counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client behavioral risk group (BRG) and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to

are linguistically and culturally appropriate. Certified HIV Counselors must conduct a minimum of twelve (12) HIV counseling and testing sessions per month. Programs should obtain staff that has general computer skills that will allow them to input data into the HIV Information Reporting System (HIRS) as required by OAPP. All HIV risk assessment and disclosure counseling sessions shall be conducted by Certified HIV Counselors trained by the CDPH-OA and/or OAPP.

B. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

C. All HIV Certified Counselors providing direct services shall be sensitive to the needs of persons of diverse life experiences including: substance users, persons with mental illness, transgenders, multiple-diagnosed individuals, etc.

9. STAFF DEVELOPMENT AND TRAINING:

A. All Certified HIV Counselors must attend an approved five-day plus a two-day certification training and also attend an annual one-day State HIV re-certification training approved by OAPP.

OAPP's HIV Counselor Certification Training and/or comparable training as approved by OAPP.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report and, the STANDARD CLIENT LEVEL REPORTING Data for counseling and testing services no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required through the use of HIRS. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but shall not be limited to: the dates of the HIV risk assessment session and the disclosure session, signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information

Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Department of Public Health and CDC Guidelines), State, and local standards of HIV/AIDS care and services.

A. The QM program shall at a minimum:

(1) Identify leadership and accountability of the medical director or executive director of the program.

(2) Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

(3) Focus on linkages to care and support services.

(4) Track client perception of their health and effectiveness of the service received.

(5) Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

B. Quality Management Plan: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or

(c) Collection and Analysis of Data: Results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(d) Identification of Improvement Strategies: QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

(5) Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

(6) Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

(8) Random Chart Audit: Sampling criteria shall be based on important measurable objectives of the service's Scope of Work and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

C. Quality Management Program Indicators: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for the following components:

- (1) Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);
- (2) Implementation of the QM Program;
- (3) Client Feedback Process;
- (4) Client Grievance Process;
- (5) Incident Reporting; and
- (6) Random Chart Audit.

14. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently

15. HIV/AIDS INFORMATION RESOURCES SYSTEM (HIRS):

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Public Health-Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and

health care provider shall be required to submit only one (1) HIV/AIDS Case Report, per patient, to the local Health Officer.

17. PARTNER COUNSELING AND REFERRAL SERVICES/DISCLOSURE

ASSISTANCE SERVICES: Partner Counseling and Referral Services

(PCRS)/Disclosure Assistance Services (DAS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff as specified in Paragraph 17, Subparagraph B, shall provide PCRS/DAS to HIV positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. If necessary, pre-test and disclosure counseling shall follow Los

who do not wish to receive counseling and testing will be asked for demographic information including but not limited to: age; date of birth; zip code; gender; race; and marital status.

(4) Link to HIV medical care, and other care and prevention services, as necessary, at least 95% of newly diagnosed persons living with HIV, identified through PCRS/DAS.

B. Program staff, who shall include but not be limited to: HIV Test Counselors; PCRS Liaisons; Health Educators; Prevention Case Managers; Case Managers; Disease Investigation Specialists (DIS) and/or Public Health Investigators (PHI), shall interview the original clients to begin the PCRS process. Prior to the interview, the program staff shall review all available materials related to the original client's case before each interview and counseling session. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

C. If the original client refuses PCRS/DAS, program staff shall collect information from the client regarding the reasons for refusal. Information regarding original client and contact acceptance and or refusal of PCRS services shall be documented in the medical chart or client file (when appropriate), and through the designated data collection instrument. PCRS services shall continue to be offered through subsequent interactions with the client throughout their continuum of care.

the partner will react, or has reacted to difficult news in the past. This coaching and/or role-playing will help the client anticipate potential problems, especially in regard to loss of anonymity.

(2) Dual Disclosure: This method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting. Dual disclosure can occur in a variety of settings including counseling and testing sites, a client's home, or any confidential setting that is selected by the client and agreed to by the provider. The client discloses to the partner in the presence of the provider who answers questions, provides support, and offers immediate testing. Dual-disclosure is the preferred method for notification since it allows for verification that the partner has been notified and provides immediate access to the partner for the delivery of other needed services such as testing, counseling, support, and linkages into care as necessary.

(3) Anonymous Third Party Disclosure: Anonymous Third Party disclosure is a notification strategy where, with the consent of the original client, the DIS takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV. The DIS shall search health department open and closed records to determine whether the partner has ever been tested or treated for HIV and to seek additional locating information. If the partner has been previously tested and/or treated, the

staff performance or translation. Upon refusal of PCRS/DAS services, information shall be provided to the original client on where they can receive PCRS/DAS services if they change their mind in the future. Also, PCRS/DAS services shall be offered on a continual basis as the client seeks prevention, medical, mental health and/or social services.

H. Confidentiality: Minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved. This includes counseling partners in a private setting; trying to notify exposed partners face-to-face; never revealing the name of the original client to the partner; not leaving verbal messages that include HIV on answering machines; not leaving written messages that include any mention of HIV; not giving confidential information to third parties (roommates, neighbors, parents, spouses, children).

I. Linkage to care: For all partners who are identified as HIV-positive, Contractor shall track medical and psychosocial referrals and follow-through. A Linked Referral is the direction of a client to a specific service as indicated by the

Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

19. PREVENTION PLANNING COMMITTEE AND SERVICE PLANNING NETWORK REQUIREMENTS:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

B. Contractor shall actively participate in the Service Provider Network (SPN) meetings to assist in the coordination of HIV/AIDS services in Los Angeles County.

20. SUB-CONTRACT AND CONSULTANT AGREEMENTS:

A. Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the

linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test is used as a confirmatory test for discordance. If both the County and the Contractor agree that the Contractor will participate, Contractor shall provide HIV rapid testing, screening, education and referral services as described in the "Use of HIV Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care Protocol and Procedures Manual". Services beyond the requirements described in this exhibit will be reimbursed on the reimbursement schedule as approved by the Director of OAPP.

24. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit R-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE 35

AIDS HEALTHCARE FOUNDATION

**HIV COUNSELING AND TESTING SERVICES
FOR INCARCERATED PERSONS IN LOS ANGELES COUNTY JAILS**

**BEHAVIORAL RISK GROUP: MSM, MSM/W, MSM/IDU, HM/IDU, F/IDU, WSR,
TSR/TIDU**

MONTH-TO-MONTH EXTENSION

	<u>Budget Period</u> July 1, 2009 through <u>September 30, 2009</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0
MONTHLY MAXIMUM PAYMENT	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budget.

NON-RAPID HIV TESTING

Table 1. Anonymous Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	-0-	-0-
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	-0-
Partner Referral/Notification	-0-	-0-	-0-
Administrative Fee	\$ 2.00	\$ 2.00	\$ 2.00
TOTAL	\$40.00	\$92.00	\$170.00

Table 2. Confidential Fee-for-Service Reimbursement Schedule

HIV SERVICES	Low Risk Clients	High Risk Clients	HIV-positive Clients
Risk Assessment/Prevention Counseling	\$23.00	\$25.00	\$25.00
HIV Test/Screening	\$10.00	\$10.00	\$55.00
Disclosure Counseling	\$ 5.00	\$28.00	\$46.00
Referral Counseling	-0-	\$ 7.00	\$17.00
No-Show and Follow-up	-0-	\$10.00	\$29.00
Post-Disclosure Counseling	-0-	\$20.00	\$25.00
Partner Counseling & Elicitation Interview	-0-	-0-	\$20.00
Partner Referral/Notification	-0-	-0-	\$25.00
Administrative Fee	\$ 2.00	\$ 2.00	\$2.00
TOTAL	\$40.00	\$102.00	\$244.00

Contractor will be reimbursed for HIV/AIDS counseling, testing and immune assessment services at the State and/or OAPP approved reimbursement rates up to the maximum amount indicated in this Schedule. Reimbursement rates up to the maximum amount indicated in this Schedule.

HIV/AIDS RELATED SERVICES Term: 07/01/09 – 09/30/09					
Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2008
HEALTH EDUCATION/RISK REDUCTION					
AIDS Healthcare Foundation No. H-700936	\$58,823	\$19,608	2,4,5,6	1-5	Meeting and/or exceeding performance goals.
Asian American Drug Abuse Program No. H-700860	\$29,859	\$9,953	6	2	Meeting and/or exceeding performance goals.
Asian Pacific Healthcare No. H-700886	\$7,678	\$2,559	3,4,8	1-5	Meeting performance goals.
California Drug Counseling, Inc. No. H-700872	\$30,713	\$10,238	1-8	1-5	Meeting and/or exceeding performance goals.
Cal State University Long Beach Foundation No. H-700938	\$63,278	\$21,093	5,8	2,3,4	Meeting performance goals.
Center for Health Justice No. H-700869	\$40,816	\$13,605	1-8	1,2,3,5	Meeting and/or exceeding performance goals.
Childrens Hospital Los Angeles No. H-701028	\$19,846	\$6,615	4,5	1-4	Meeting performance goals.
City of Long Beach No. H-701036	\$35,653	\$11,884	8	2,4	Meeting most performance goals.
Common Ground No. H-700895	\$12,797	\$4,266	5	2,3,5	Meeting performance goals.

HIV/AIDS RELATED SERVICES
Term: 07/01/09 – 09/30/09

Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2008
Los Angeles Centers for Alcohol & Drug Abuse No. H-700864	\$27,176	\$9,059	3,7	1,4,5	Meeting most performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-702675	\$38,956	\$12,985	2,4	1-5	Meeting most performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-700889	\$20,365	\$6,788	2,4,6	1,2,3,5	Meeting and/or exceeding performance goals.
The Los Angeles Gay and Lesbian Community Services Center No. H-700893	\$138,784	\$46,261	2,4,6	1,2,3,5	Meeting performance goals.
Minority AIDS Project No. H-700854	\$117,359	\$39,120	6,8	2,4	Meeting performance goals.
Northeast Valley Health Corporation No. H-700894	\$39,744	\$13,248	2	3,5	Meeting performance goals.
Oldtimers Foundation No. H-700914	\$25,593	\$8,531	7	1,4	Meeting most performance goals.
Prototypes No. H-700885	\$36,140	\$12,047	4,5,6	1-4	Meeting performance goals.
REACH LA No. H-700875	\$34,517	\$11,506	4,6,8	1-4	Meeting performance goals.
Special Service for Groups					

HIV/AIDS RELATED SERVICES

Term: 07/01/09 – 09/30/09

Agency and Agreement Number	3-Month Allocation	Monthly Allocation	SPA	Supv. Dist.	Performance as of June 30, 2008
HEALTH EDUCATION/RISK REDUCTION – COMPREHENSIVE RISK COUNSELING AND SERVICES					
AIDS Project Los Angeles No. H-700940	\$156,228	\$52,076	1-8	1-5	Meeting and/or exceeding performance goal.
AltaMed Health Services No. H-700957	\$37,786	\$12,595	3,7	1,4,5	Meeting performance goals.
Bienestar Human Services No. H-700958	\$247,331	\$82,444	8	2,4	Meeting and/or exceeding performance goals.
City of Pasadena No. H-702599	\$39,455	\$13,152	1,2,3,7	1,3,4,5	Meeting most performance goals.
Friends Research Institute, Inc. No. H-700861	\$117,372	\$39,124	4	1,2,3,5	Meeting and/or exceeding performance goals.
Watts Healthcare Corporation No. H-700903	\$42,948	\$14,316	6	2	Meeting most performance goals.
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO COMMUNITIES OF FAITH SERVICES					
The Wall Las Memorias No. H-700184	\$51,188	\$17,063	1-8	1-5	Meeting and/or exceeding performance goals.